



भारत का राजपत्र The Gazette of India

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सं. 40] नई दिल्ली, अक्टूबर 1—अक्टूबर 7, 2017, शनिवार/आश्विन 9—आश्विन 15, 1939
No. 40] NEW DELHI, OCTOBER 1—OCTOBER 7, 2017, SATURDAY/ASVINA 9—ASVINA 15, 1939

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

गृह मंत्रालय

नई दिल्ली, 29 सितम्बर, 2017

का.आ. 2340.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (यथा संशोधित, 1987) के नियम 10 के उप-नियम (4) के अनुसरण में, गृह मंत्रालय के निम्नलिखित कार्यालयों में हिन्दी का कार्यसाधक ज्ञान रखने वाले कर्मचारियों की संख्या 80% से अधिक हो जाने के फलस्वरूप इन, कार्यालयों को एतद्वारा अधिसूचित करती है:-

केन्द्रीय रिजर्व पुलिस बल

1. कार्यालय पुलिस उप महानिरीक्षक रेंज कार्यालय, केरिपु बल, रायपुर (छत्तीसगढ़)
2. कार्यालय पुलिस उप महानिरीक्षक, सिग्नल रेंज, केरिपु बल, सॉल्ट लेक, सेक्टर-5, कोलकाता (पश्चिम बंगाल)
3. कार्यालय पुलिस महानिरीक्षक, कर्नाटक-केरल सेक्टर, केरिपु बल,

ग्रुप केन्द्र परिसर, येलाहंका, बेंगलूरु (कर्नाटक)

केन्द्रीय औद्योगिक सुरक्षा बल

1. कार्यालय पुलिस उप महानिरीक्षक, के.औ.सु. बल, पश्चिमी क्षेत्र, एयरपोर्ट मुख्यालय, नवी मुम्बई (महाराष्ट्र)
2. कार्यालय पुलिस उप महानिरीक्षक, के.औ.सु. बल, डी.ए.ई. क्षेत्रीय मुख्यालय, हैदराबाद (आन्ध्र प्रदेश)
3. कमांडेंट का कार्यालय, के.औ.सु. बल, इकाई आईओसीएल, पारादीप (ओडिशा)

[सं. 11029/01/2017-हिन्दी]

सहेली घोष रॉय, संयुक्त सचिव

MINISTRY OF HOME AFFAIRS

New Delhi, the 29th September, 2017

S.O. 2340.—In pursuance of sub rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976 (as amended in 1987), the Central Government hereby notifies the following office of the Ministry of Home Affairs, wherein the percentage of the staff, having working knowledge of Hindi has gone above 80% :—

Central Reserve Police Force

1. Office of the Dy.Inspector General of Police Range office, Central Reserve Police Force, Raipur (Chattishgarh)
2. Office of the Dy.Inspector General of Police Single Range, Central Reserve Police Force, Salt Lake (Kolkata)
3. Office of the Inspector General of Police Karnataka-Kerala Sector, Central Reserve Police Force, Group Centre Campus, Yalanka, Bangluru, Karnataka

Central Industrial Security Police Force

1. Office of the Dy.Inspector General of Police, CISF West Zone, Airport headquarter, Navi Mumbai (Maharashtra)
2. Office of the Dy.Inspector General of Police, CISF D.A.E Zonal Headquarter, Hyderabad (Andhra Pradesh)
3. Office of the Commandant, CISF Unit IOCL Paradip, Odisha

[No. 12029/01/2017-Hindi]

SEHELI GHOSH ROY, Jt. Secy.

कोयला मंत्रालय

नई दिल्ली, 4 अक्टूबर, 2017

का.आ. 2341.—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उप-धारा (1) के अधीन जारी, भारत के राजपत्र, भाग II, खंड 3, उप-खंड (ii), तारीख, 31 अगस्त, 2017 में प्रकाशित भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का. आ. 2831(अ), तारीख 30 अगस्त, 2017 के प्रकाशन पर, उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि (जिसे इसमें इसके पश्चात् उक्त भूमि कहा गया है) और भूमि में या उस पर के भू-सतह अधिकार, उक्त अधिनियम की धारा 10 की उप-धारा (1) के अधीन, सभी विल्लंगमों से मुक्त होकर, आत्यांतिक रूप से केन्द्रीय सरकार में निहित हो गए थे;

और, केन्द्रीय सरकार को यह समाधान हो गया है कि साउथ ईस्टर्न कोलफील्ड्स लिमिटेड, सीपत रोड, डाकघर संख्या 60, जिला— बिलासपुर—495006, छत्तीसगढ़ (जिसे इसमें इसके पश्चात् उक्त सरकारी कम्पनी कहा गया है), ऐसे निबंधनों और शर्तों का जो केन्द्रीय सरकार इस निमित्त अधिरोपित करना उचित समझे, अनुपालन करने के लिये तैयार है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि इस प्रकार निहित उक्त 467.458 हेक्टर (लगभग) या 1155.09 एकड़ (लगभग) भूमि और उस पर के भू-सतह अधिकार, तारीख 31 मार्च, 2017 से केन्द्रीय सरकार में इस प्रकार निहित बने रहने की बजाय, निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए, उक्त सरकारी कम्पनी में निहित हो जाएंगे, अर्थात् :-

- (1) सरकारी कम्पनी, उक्त अधिनियम के उपबंधों के अधीन यथावधारित प्रतिकर, ब्याज, नुकसानियों और वैसी ही मदों की बाबत किए गए सभी संदायों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी;
- (2) सरकारी कम्पनी द्वारा शर्त (1) के अधीन, केन्द्रीय सरकार को संदेय रकमों का अवधारण करने के प्रयोजन के लिये उक्त अधिनियम की धारा 14 के अधीन एक अधिकरण का गठन किया जाएगा तथा ऐसे किसी अधिकरण और ऐसे अधिकरण की सहायता करने के लिये नियुक्त व्यक्तियों के संबंधों में उपगत सभी व्यय, सरकारी कम्पनी द्वारा वहन किये जायेंगे और इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के लिये या उसके संबंध में सभी विधिक कार्यवाहियों जिसके अंतर्गत अपील भी है, की बाबत उपगत, सभी व्यय भी, इसी प्रकार उक्त सरकारी कम्पनी द्वारा वहन किये जायेंगे;
- (3) सरकारी कम्पनी, केन्द्रीय सरकार या उसके पदाधारियों की, ऐसे किसी अन्य व्यय के संबंध में, क्षतिपूर्ति करेगी जो इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के बारे में, केन्द्रीय सरकार या उसके पदाधारियों द्वारा या उनके विरुद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हो;
- (4) सरकारी कम्पनी को, केन्द्रीय सरकार के पूर्व अनुमोदन के बिना, उक्त भूमि और उसके अधिकार को किसी अन्य व्यक्ति को अंतरित करने की शक्ति नहीं होगी; और
- (5) सरकारी कम्पनी, ऐसे निदेशों और शर्तों का, जो केन्द्रीय सरकार द्वारा, जब कभी आवश्यक हो, उक्त भूमि के विशिष्ट क्षेत्रों के लिये दिए जाएं या अधिरोपित की जाए, पालन करेगी।

[फा. सं. 43015/13/2017-एलए एण्ड आईआर]

आर. एस. सरोज, अवर सचिव

MINISTRY OF COAL

New Delhi, the 4th October, 2017

S.O. 2341.—Whereas on the publication of the notification of the Government of India in the Ministry of Coal, number S.O. 2831(E), dated the 30th August, 2017 published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 31st August, 2017 issued under sub-section (1) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the lands and the surface rights in or over the land described in the Schedule appended to the said notification (hereinafter referred to as the said land) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of section 10 of the said Act;

And whereas, the Central Government is satisfied that the South Eastern Coalfields Limited, Seepat Road, Post Box number 60, District-Bilaspur-495006, Chhattisgarh (hereinafter referred to as the Government Company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf;

Now, therefore, in exercise of the power conferred by sub-section (1) of section 11 of the said Act, the Central Government hereby direct that the surface rights of 467.458 hectares (approximately) or 1155.09 acres (approximately) in or over the said lands so vested shall with effect from the 31st August, 2017 instead of continuing to so vest in the Central Government, shall vest in the Government Company subject to the following terms and conditions, namely:-

- (1). the Government Company shall reimburse to the Central Government all payments made in respect of compensation, interest, damages and the like as determined under the provisions of the said Act;
- (2) a Tribunal shall be constituted under section 14 of the said Act for the purpose of determining the amounts payable to the Central Government by the Government Company under condition (1) and all expenditure incurred in connection with any such Tribunal and persons appointed to assist the Tribunal shall be borne by the Government Company and similarly, all expenditure incurred in respect of all legal proceedings, including appeals, etc. for or in connection with the rights in or over the said lands, so vested, shall also be borne by the Government Company;
- (3) the Government Company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials regarding the rights in or over the said lands so vested;

- (4) the Government Company shall have no power to transfer the said lands and the rights to any other persons without the prior approval of the Central Government; and
- (5) the Government Company shall abide by such directions and conditions as may be given or imposed by the Central Government for particular areas of the said lands as and when necessary.

[F. No. 43015/13/2017 – LA&IR]

R. S. SAROJ, Under Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 29 सितम्बर, 2017

का.आ. 2342.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार के अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खण्ड (क) के अनुसरण में और पेट्रोलियम एवं प्राकृतिक गैस मंत्रालय, भारत सरकार के का.आ. 3504(अ) दिनांक 21 दिसंबर, 2015 की अधिसूचना के संशोधन में उक्त अधिनियम के अधीन हरियाणा राज्य के राज्यक्षेत्र के भीतर हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड की मुंद्रा दिल्ली पाइपलाइन, बहादुरगढ़ टिकरीकलान पाइपलाइन, रमनमंडी बहादुरगढ़ पाइपलाइन और रेवारी कानपुर पाइपलाइन परियोजना के लिए सक्षम अधिकारी के कार्यों का निर्वहन करने के लिए श्री नरेंद्र सिंह दलाल, तहसीलदार, बहादुरगढ़, हरियाणा सरकार को प्राधिकृत करती है। यह अधिसूचना सक्षम अधिकारी के कार्यभार ग्रहण करने की दिनांक अर्थात् 01.09.2017 से लागू है।

[फा. सं. आर- 31015/07/2011-ओ.आर.-II/15210]

पवन कुमार, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 29th September, 2017

S.O. 2342.—In pursuance of clause (a) of section 2 of the Petroleum Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) and in modification of Notification of the Government of India in Ministry of Petroleum and Natural Gas S.O. No. 3504(E) dated the 21st December, 2015, the Central Government hereby authorizes Shri Narender Singh Dalal, Tehsildar, Bahadurgarh, Government of Haryana to perform the functions of Competent Authority for HPCL's Mundra Delhi Pipeline, Bahadurgarh Tikrikalan Pipeline, Ramanmandi Bahadurgarh Pipeline and Rewari Kanpur Pipeline under the said Act, within the territory of Haryana State. This Notification is applicable from the date of joining as Competent Authority, i.e., 01.09.2017.

[F. No. R-31015/7/2011-OR-II/15210]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 29 सितम्बर, 2017

का.आ. 2343.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि तमिलनाडु राज्य में एन्नूर से मदुरै तक वाया चेंगलपट्टु पांडिचेरी त्रिची एलपीजी परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड के द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है और जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री एस. पी. मधुसूदनन, सक्षम प्राधिकारी, भूमि अर्जन अधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, पाइपलाइन परियोजना, प्लॉट सं-14, जयप्रकाश स्ट्रीट, वी. जी. पी नगर, राजाजिपुरम, तिरुवल्लुर, तमिलनाडु-602001 को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

| तालुका : उत्तिरमेरुर | जिला : कांजीपुरम | | राज्य : तमिलनाडु | | |
|----------------------|------------------|-------------|------------------|-----|-----------|
| गाँव का नाम | सर्वेक्षण सं. | उप खण्ड सं. | क्षेत्रफल | | |
| | | | हेक्टेर | एयर | वर्ग मीटर |

| 1 | 2 | 3 | 4 | 5 | 6 |
|----------------|-----|---|---|----|----|
| 116. किलक्काडी | 150 | 1 | 0 | 07 | 20 |
| | 141 | 2 | 0 | 07 | 00 |
| | 140 | 8 | 0 | 19 | 80 |
| | 140 | 7 | 0 | 00 | 40 |
| | 140 | 6 | 0 | 01 | 75 |
| | 140 | 5 | 0 | 03 | 00 |
| | 140 | 4 | 0 | 02 | 60 |
| | 140 | 3 | 0 | 02 | 00 |
| | 140 | 2 | 0 | 01 | 45 |
| | 133 | 3 | 0 | 15 | 50 |
| | 133 | 2 | 0 | 30 | 80 |
| | 133 | 1 | 0 | 00 | 60 |
| | 181 | 5 | 0 | 10 | 80 |
| | 181 | 3 | 0 | 07 | 20 |
| | 181 | 1 | 0 | 00 | 40 |
| | 112 | 1 | 0 | 00 | 40 |
| | 129 | 9 | 0 | 00 | 70 |
| | 129 | 5 | 0 | 03 | 60 |
| | 129 | 4 | 0 | 07 | 30 |
| | 129 | 2 | 0 | 05 | 40 |
| | 129 | 6 | 0 | 00 | 40 |
| | 128 | 3 | 0 | 07 | 10 |
| | 128 | 2 | 0 | 04 | 70 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|------------------|-----|------|---|----|----|
| | 128 | 1 | 0 | 11 | 20 |
| | 201 | 11 | 0 | 02 | 00 |
| | 201 | 8 | 0 | 01 | 60 |
| | 201 | 10 | 0 | 07 | 00 |
| | 201 | 6 | 0 | 07 | 80 |
| | 201 | 5 | 0 | 08 | 20 |
| | 201 | 4 | 0 | 08 | 70 |
| | 201 | 3 | 0 | 07 | 65 |
| | 201 | 2 | 0 | 00 | 40 |
| | 201 | 1 | 0 | 06 | 30 |
| | 201 | 9 | 0 | 02 | 95 |
| 117.पुलिप्पाक्रम | 7 | - | 0 | 03 | 40 |
| | 8 | 19 | 0 | 01 | 80 |
| | 8 | 20 | 0 | 09 | 00 |
| | 8 | 21 | 0 | 02 | 45 |
| | 8 | 16 | 0 | 02 | 55 |
| | 8 | 18 | 0 | 00 | 40 |
| | 8 | 15 | 0 | 01 | 40 |
| | 8 | 13 | 0 | 04 | 00 |
| | 8 | 12 | 0 | 02 | 50 |
| | 8 | 11 | 0 | 02 | 45 |
| | 8 | 10बी | 0 | 01 | 70 |
| | 8 | 1बी | 0 | 02 | 00 |
| | 8 | 1ए | 0 | 15 | 60 |
| | 151 | 1ए5 | 0 | 01 | 65 |
| | 151 | 3जे | 0 | 01 | 70 |
| | 151 | 3एच | 0 | 01 | 45 |
| | | 3 | | | |
| | 151 | 3आई | 0 | 01 | 55 |
| | 151 | 3बी | 0 | 06 | 30 |
| | 9 | 8 | 0 | 00 | 80 |
| | 9 | 7 | 0 | 00 | 70 |
| | 9 | 6 | 0 | 01 | 00 |
| | 9 | 1 | 0 | 05 | 40 |
| | 52 | 3बी | 0 | 04 | 00 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|----------------|-----|---------|---|----|----|
| | 52 | 3ए | 0 | 14 | 20 |
| | 52 | 2 | 0 | 00 | 55 |
| | 51 | 2ए | 0 | 22 | 00 |
| | 51 | 1ए | 0 | 03 | 20 |
| | 47 | 2 | 0 | 06 | 65 |
| | 47 | 1 | 0 | 00 | 40 |
| | 54 | 9 | 0 | 00 | 40 |
| | 54 | 5 | 0 | 06 | 40 |
| | 54 | 6 | 0 | 07 | 25 |
| | 54 | 7सी7 | 0 | 02 | 30 |
| | 54 | 7सी5 | 0 | 06 | 75 |
| | 54 | 7बी7 | 0 | 00 | 40 |
| | 54 | 7सी1ई | 0 | 01 | 20 |
| | 54 | 7सी1एफ़ | 0 | 01 | 50 |
| | 54 | 7सी1जी | 0 | 00 | 55 |
| | 54 | 7सी1डी | 0 | 00 | 40 |
| | 54 | 7सी1ए | 0 | 00 | 85 |
| | 46 | 1 | 0 | 04 | 00 |
| 118.एडैयंबुदूर | 135 | 3 | 0 | 10 | 35 |
| | 136 | 21 | 0 | 09 | 90 |
| | 136 | 19 | 0 | 00 | 40 |
| | 136 | 15ए | 0 | 13 | 70 |
| | 136 | 12ए | 0 | 09 | 25 |
| | 136 | 10 | 0 | 01 | 20 |
| | 136 | 9ए | 0 | 01 | 15 |
| | 136 | 6 | 0 | 03 | 60 |
| | 136 | 5 | 0 | 06 | 45 |
| | 136 | 8 | 0 | 01 | 40 |
| | 136 | 7 | 0 | 00 | 60 |
| | 136 | 3ए | 0 | 04 | 50 |
| | 136 | 2 | 0 | 05 | 60 |
| | 136 | 1 | 0 | 03 | 45 |
| | 158 | 9 | 0 | 03 | 30 |
| | 158 | 8 | 0 | 03 | 10 |
| | 158 | 7 | 0 | 03 | 80 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|---------------|-----|------|---|----|----|
| | 158 | 5 | 0 | 00 | 40 |
| | 158 | 4 | 0 | 04 | 50 |
| | 158 | 2 | 0 | 04 | 70 |
| | 159 | 5 | 0 | 05 | 00 |
| | 159 | 4 | 0 | 04 | 30 |
| | 159 | 3सी | 0 | 02 | 40 |
| | 159 | 3बी | 0 | 02 | 20 |
| | 159 | 3ए | 0 | 04 | 85 |
| | 159 | 2 | 0 | 02 | 35 |
| | 159 | 1 | 0 | 02 | 65 |
| | 162 | 11 | 0 | 00 | 40 |
| | 161 | 2सी | 0 | 00 | 90 |
| | 161 | 2बी | 0 | 00 | 70 |
| | 161 | 2ए | 0 | 01 | 20 |
| | 161 | 1 | 0 | 05 | 35 |
| | 160 | 11 | 0 | 05 | 40 |
| | 160 | 10 | 0 | 04 | 40 |
| | 160 | 9 | 0 | 03 | 75 |
| | 160 | 8 | 0 | 03 | 40 |
| | 160 | 7 | 0 | 02 | 95 |
| | 165 | 1ए | 0 | 05 | 40 |
| | 58 | 5 | 0 | 04 | 50 |
| | 58 | 1बी | 0 | 01 | 70 |
| | 58 | 1ए | 0 | 12 | 20 |
| 119. कैथंडलम | 125 | 4 | 0 | 01 | 35 |
| | 125 | 3 | 0 | 01 | 05 |
| | 125 | 2 | 0 | 01 | 85 |
| | 125 | 1 | 0 | 00 | 40 |
| | 127 | 2 | 0 | 21 | 80 |
| 73. पालेस्वरम | 146 | 7 | 0 | 11 | 70 |
| | 147 | 1सी1 | 0 | 02 | 80 |
| | 147 | 1सी2 | 0 | 01 | 50 |
| | 147 | 2ए | 0 | 01 | 90 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|----------------|-----|-------|---|----|----|
| | 147 | 1ए | 0 | 01 | 50 |
| | 147 | 1बी | 0 | 04 | 15 |
| | 148 | 1ए4बी | 0 | 04 | 15 |
| | 148 | 1ए4ए | 0 | 03 | 95 |
| | 148 | 3बी | 0 | 04 | 50 |
| | 148 | 3ए | 0 | 00 | 80 |
| | 149 | 5 | 0 | 05 | 85 |
| | 149 | 3सी | 0 | 02 | 10 |
| | 149 | 4बी | 0 | 03 | 15 |
| | 149 | 3ए | 0 | 00 | 40 |
| | 149 | 3बी | 0 | 04 | 05 |
| | 149 | 2ए | 0 | 00 | 40 |
| | 149 | 2सी | 0 | 03 | 40 |
| | 149 | 2बी | 0 | 02 | 80 |
| | 149 | 1सी | 0 | 03 | 00 |
| | 149 | 1बी3 | 0 | 01 | 80 |
| | 160 | 1एच1 | 0 | 00 | 40 |
| 72. विन्नमंगलम | 117 | 15सी | 0 | 00 | 40 |
| | 117 | 15ए | 0 | 02 | 75 |
| | 117 | 16ए | 0 | 08 | 90 |
| | 117 | 18 | 0 | 06 | 30 |
| | 117 | 19 | 0 | 18 | 70 |
| | 117 | 41 | 0 | 06 | 55 |
| | 117 | 42बी | 0 | 07 | 60 |
| | 117 | 43बी | 0 | 07 | 25 |
| | 117 | 44 | 0 | 05 | 60 |
| | 117 | 45 | 0 | 03 | 60 |
| | 117 | 46 | 0 | 03 | 60 |
| | 117 | 47 | 0 | 05 | 00 |
| | 117 | 28ए | 0 | 10 | 50 |
| 67. आलंचेरी | 1 | 1सी1 | 0 | 00 | 40 |
| | 1 | 1सी2 | 0 | 04 | 50 |
| | 1 | 1सी3 | 0 | 01 | 60 |
| | 1 | 1बी1 | 0 | 00 | 40 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|----------------|-------|------|---|----|----|
| | 1 | 1बी2 | 0 | 03 | 55 |
| | 1 | 1बी3 | 0 | 03 | 55 |
| | 122बी | - | 0 | 37 | 80 |
| | 122ए | 2ए1 | 0 | 21 | 45 |
| | 122ए | 2ए2 | 0 | 00 | 40 |
| | 114 | 1 | 0 | 77 | 40 |
| | 114 | 2ए | 0 | 02 | 30 |
| | 115 | 4 | 0 | 03 | 05 |
| | 115 | 10 | 0 | 04 | 90 |
| | 115 | 9 | 0 | 06 | 70 |
| | 115 | 8 | 0 | 01 | 25 |
| | 115 | 13 | 0 | 00 | 50 |
| | 115 | 12 | 0 | 05 | 60 |
| | 115 | 11 | 0 | 05 | 10 |
| 66.सङ्घीवाक्कम | 1 | 3 | 0 | 02 | 50 |
| | 129 | 1बी | 0 | 00 | 40 |
| | 129 | 1ए | 0 | 07 | 80 |
| | 117 | 4ए | 0 | 03 | 80 |
| | 117 | 4बी | 0 | 01 | 80 |
| | 117 | 5ए | 0 | 01 | 40 |
| | 117 | 5बी | 0 | 06 | 20 |
| | 117 | 3बी | 0 | 05 | 15 |
| | 117 | 3सी | 0 | 00 | 90 |
| | 117 | 6 | 0 | 00 | 45 |
| | 117 | 2 | 0 | 08 | 65 |
| | 119 | 2 | 0 | 04 | 05 |
| | 118 | 1 | 0 | 09 | 00 |
| | 118 | 2 | 0 | 09 | 75 |
| 65.तोदृनावल | 22 | 5 | 0 | 04 | 15 |
| | 22 | 4 | 0 | 02 | 35 |
| | 22 | 3 | 0 | 03 | 40 |
| | 22 | 1बी | 0 | 01 | 30 |
| | 22 | 2 | 0 | 01 | 00 |
| | 23 | 2 | 0 | 02 | 00 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|--------------|-----|------|---|----|----|
| | 23 | 4ए | 0 | 00 | 70 |
| | 23 | 3डी | 0 | 05 | 00 |
| | 23 | 3सी1 | 0 | 00 | 60 |
| | 23 | 3सी2 | 0 | 03 | 65 |
| | 23 | 3ई | 0 | 00 | 75 |
| | 23 | 3बी2 | 0 | 00 | 40 |
| | 23 | 3ए | 0 | 01 | 00 |
| | 24 | 2ए | 0 | 00 | 40 |
| | 24 | 1ए | 0 | 04 | 20 |
| | 25 | 2 | 0 | 00 | 90 |
| | 28 | 6 | 0 | 02 | 25 |
| | 28 | 5 | 0 | 06 | 00 |
| | 28 | 4 | 0 | 02 | 50 |
| | 28 | 2 | 0 | 03 | 75 |
| | 29 | 2 | 0 | 03 | 40 |
| | 42 | - | 0 | 04 | 65 |
| | 41 | 2 | 0 | 07 | 10 |
| | 41 | 1सी | 0 | 00 | 40 |
| | 41 | 3 | 0 | 01 | 80 |
| | 40 | 4 | 0 | 04 | 00 |
| | 40 | 3बी | 0 | 06 | 85 |
| | 40 | 5 | 0 | 05 | 15 |
| | 46 | 1 | 0 | 01 | 50 |
| | 47 | 1बी | 0 | 05 | 75 |
| | 47 | 2 | 0 | 06 | 10 |
| | 47 | 1ए | 0 | 06 | 45 |
| | 49 | 2 | 0 | 02 | 20 |
| | 49 | 1 | 0 | 03 | 20 |
| | 49 | 3 | 0 | 04 | 50 |
| | 50 | 1 | 0 | 02 | 40 |
| 64. कडलमंगलम | 103 | 1बी | 0 | 00 | 80 |
| | 103 | 1ए | 0 | 03 | 30 |
| | 107 | - | 0 | 09 | 20 |
| | 109 | - | 0 | 02 | 40 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|--------------------|------|------|---|----|----|
| 45. मल्लियंकरनै-बी | 1168 | 3 | 0 | 05 | 15 |
| | 1168 | 2 | 0 | 01 | 40 |
| | 1168 | 1 | 0 | 07 | 00 |
| | 1169 | 3 | 0 | 06 | 85 |
| | 1169 | 1 | 0 | 00 | 45 |
| | 1101 | 2 | 0 | 00 | 40 |
| | 1101 | 5बी | 0 | 05 | 50 |
| | 1100 | 5 | 0 | 05 | 15 |
| | 1098 | 2ए | 0 | 01 | 75 |
| | 1098 | 2बी | 0 | 02 | 80 |
| | 1098 | 2सी | 0 | 00 | 75 |
| | 1098 | 2डी | 0 | 01 | 20 |
| | 1098 | 2ई | 0 | 02 | 00 |
| | 1097 | 2 | 0 | 08 | 20 |
| | 1094 | 2सी2 | 0 | 00 | 40 |
| | 1094 | 2बी3 | 0 | 01 | 00 |
| | 1094 | 2बी2 | 0 | 01 | 00 |
| | 1094 | 2बी1 | 0 | 05 | 05 |
| | 1094 | 2ए | 0 | 03 | 50 |
| | 1094 | 1 | 0 | 07 | 20 |
| | 1094 | 5 | 0 | 15 | 00 |
| | 694 | 1 | 0 | 01 | 95 |
| | 694 | 2 | 0 | 08 | 30 |
| | 684 | 2 | 0 | 11 | 90 |
| | 695 | 4बी | 0 | 00 | 50 |
| 45. मल्लियंकरनै-ए | 600 | 1 | 0 | 02 | 90 |
| | 591 | 1 | 0 | 09 | 00 |
| | 591 | 2 | 0 | 10 | 65 |
| | 594 | 1 | 0 | 09 | 75 |
| | 594 | 2ए1 | 0 | 08 | 70 |
| | 593 | 3 | - | 02 | 50 |
| | 595 | 2बी | 0 | 00 | 40 |
| | 595 | 2ए | 0 | 07 | 35 |
| | 582 | 4बी | 0 | 06 | 60 |
| | 582 | 6 | 0 | 00 | 70 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|---|-----|------|---|----|----|
| | 582 | 7 | 0 | 04 | 70 |
| | 582 | 5बी | 0 | 07 | 20 |
| | 596 | 1बी | 0 | 01 | 00 |
| | 596 | 1ए | 0 | 04 | 70 |
| | 569 | 1ए | 0 | 00 | 45 |
| | 571 | 1सी | 0 | 09 | 75 |
| | 571 | 3ए1 | 0 | 03 | 05 |
| | 571 | 3ए2 | 0 | 01 | 65 |
| | 571 | 3ए3 | 0 | 07 | 40 |
| | 571 | 3बी2 | 0 | 08 | 35 |
| | 573 | - | 0 | 00 | 90 |
| | 572 | - | 0 | 00 | 40 |
| | 511 | 1 | 0 | 02 | 00 |
| | 511 | 2 | 0 | 03 | 45 |
| | 512 | 1 | 0 | 06 | 10 |
| | 512 | 2 | 0 | 00 | 60 |
| | 513 | 1 | 0 | 01 | 45 |
| | 510 | - | 0 | 04 | 85 |
| | 514 | 1 | 0 | 02 | 75 |
| | 509 | - | 0 | 04 | 50 |
| | 233 | - | 0 | 09 | 55 |
| | 206 | 3ए | 0 | 03 | 15 |
| | 206 | 3बी | 0 | 01 | 90 |
| | 221 | 1ए | 0 | 00 | 40 |
| | 221 | 1बी1 | 0 | 04 | 15 |
| | 221 | 1बी2 | 0 | 06 | 30 |
| | 221 | 1बी3 | 0 | 04 | 85 |
| | 221 | 1बी4 | 0 | 01 | 40 |
| | 220 | - | 0 | 11 | 90 |
| | 222 | 2बी | 0 | 06 | 80 |
| | 222 | 2ए | 0 | 02 | 45 |
| | 217 | 1 | 0 | 09 | 55 |
| | 217 | 2 | 0 | 13 | 15 |
| | 216 | 1 | 0 | 02 | 70 |
| | 216 | 2 | 0 | 02 | 25 |
| | 216 | 3ए | 0 | 00 | 55 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|---|-----|------|---|----|----|
| | 216 | 3बी | 0 | 00 | 55 |
| | 225 | 5 | 0 | 01 | 35 |
| | 225 | 6 | 0 | 07 | 30 |
| | 225 | 4बी | 0 | 00 | 40 |
| | 184 | - | 0 | 04 | 00 |
| | 183 | 2सी1 | 0 | 04 | 00 |
| | 185 | 1ए | 0 | 02 | 45 |
| | 185 | 1बी | 0 | 04 | 40 |
| | 182 | 1बी | 0 | 00 | 40 |
| | 182 | 2 | 0 | 00 | 40 |
| | 182 | 1सी | 0 | 06 | 00 |
| | 182 | 3 | 0 | 00 | 40 |
| | 167 | 3ए | 0 | 09 | 00 |
| | 167 | 2ए2 | 0 | 04 | 00 |
| | 167 | 2ए1 | 0 | 00 | 40 |
| | 168 | 2बी | 0 | 01 | 90 |
| | 168 | 2ए | 0 | 01 | 35 |
| | 168 | 1ए | 0 | 03 | 90 |
| | 168 | 1बी | 0 | 00 | 50 |
| | 168 | 1सी | 0 | 00 | 75 |
| | 168 | 1डी | 0 | 00 | 55 |
| | 165 | 1 | 0 | 00 | 70 |
| | 165 | 2 | 0 | 02 | 55 |
| | 165 | 3 | 0 | 00 | 40 |
| | 160 | 4ए2 | 0 | 01 | 70 |
| | 160 | 4ए1 | 0 | 04 | 55 |
| | 160 | 5बी | 0 | 04 | 85 |
| | 160 | 8ए | 0 | 00 | 40 |
| | 160 | 8बी | 0 | 04 | 05 |
| | 160 | 8सी | 0 | 00 | 80 |
| | 160 | 12 | 0 | 01 | 20 |
| | 160 | 6बी | 0 | 10 | 20 |
| | 161 | 1 | 0 | 04 | 55 |
| | 161 | 2ए | 0 | 02 | 00 |
| | 161 | 2बी | 0 | 02 | 55 |
| | 162 | - | 0 | 04 | 50 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|----------------|-----|------|---|----|----|
| | 112 | 1 | 0 | 05 | 00 |
| | 112 | 3ए1 | 0 | 01 | 80 |
| | 112 | 2ए | 0 | 05 | 65 |
| | 112 | 2बी | 0 | 05 | 10 |
| | 111 | 2 | 0 | 00 | 45 |
| | 111 | 1 | 0 | 02 | 20 |
| | 113 | 3बी | 0 | 02 | 10 |
| | 113 | 4 | 0 | 05 | 00 |
| | 113 | 3ए | 0 | 03 | 90 |
| | 114 | - | 0 | 10 | 50 |
| | 131 | 3 | 0 | 01 | 50 |
| | 131 | 2 | 0 | 11 | 00 |
| | 132 | 1 | 0 | 05 | 75 |
| | 132 | 2 | 0 | 06 | 30 |
| | 102 | 2ए1 | 0 | 00 | 40 |
| | 102 | 1सी | 0 | 02 | 70 |
| | 102 | 1बी | 0 | 05 | 15 |
| | 102 | 1ए | 0 | 05 | 60 |
| | 101 | 1 | 0 | 03 | 70 |
| | 101 | 2 | 0 | 00 | 60 |
| | 100 | - | 0 | 24 | 80 |
| | 97 | - | 0 | 15 | 60 |
| | 98 | - | 0 | 00 | 75 |
| | 83 | 1 | 0 | 07 | 20 |
| | 90 | 1 | 0 | 02 | 20 |
| | 84 | 2बी | 0 | 14 | 75 |
| | 84 | 2सी | 0 | 07 | 10 |
| | 84 | 3 | 0 | 01 | 30 |
| | 89 | - | 0 | 09 | 40 |
| | 88 | 2 | 0 | 06 | 15 |
| 40.तलवरम्पूंडी | 9 | 1 | 0 | 07 | 00 |
| | 9 | 2 | 0 | 08 | 30 |
| | 24 | 1बी1 | 0 | 03 | 20 |
| | 24 | 1बी2 | 0 | 00 | 90 |
| | 24 | 1बी3 | 0 | 05 | 20 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|-------------|-----|-----|---|----|----|
| 39. पुलियूर | 29 | 1 | 0 | 09 | 80 |
| | 29 | 3ए2 | 0 | 00 | 40 |
| | 29 | 3ए1 | 0 | 05 | 40 |
| | 28 | 1 | 0 | 01 | 70 |
| | 39 | 1ए | 0 | 03 | 55 |
| | 39 | 1बी | 0 | 00 | 90 |
| | 39 | 1डी | 0 | 00 | 40 |
| | 39 | 1सी | 0 | 02 | 50 |
| | 38 | 1बी | 0 | 00 | 40 |
| | 38 | 1सी | 0 | 00 | 80 |
| | 38 | 1डी | 0 | 01 | 65 |
| | 38 | 1ई | 0 | 03 | 65 |
| | 38 | 2ए | 0 | 06 | 10 |
| | 38 | 2बी | 0 | 00 | 40 |
| | 41 | 1 | 0 | 01 | 15 |
| | 41 | 2बी | 0 | 00 | 55 |
| | 41 | 2ए | 0 | 01 | 90 |
| | 42 | 1 | 0 | 00 | 40 |
| | 42 | 2 | 0 | 09 | 80 |
| | 44 | 4बी | 0 | 08 | 10 |
| | 44 | 3 | 0 | 06 | 60 |
| | 44 | 2 | 0 | 05 | 60 |
| | 32 | 2 | 0 | 07 | 15 |
| | 46 | 1ए | 0 | 03 | 60 |
| | 46 | 1बी | 0 | 02 | 10 |
| | 46 | 1सी | 0 | 02 | 20 |
| | 47 | 1 | 0 | 08 | 85 |
| | 56 | 1ए | 0 | 07 | 40 |
| | 56 | 2 | 0 | 07 | 65 |
| | 57 | 1ए | 0 | 07 | 00 |
| | 57 | 1बी | 0 | 00 | 90 |
| | 58 | - | 0 | 09 | 00 |
| | 128 | 1 | 0 | 05 | 65 |
| | 128 | 2 | 0 | 07 | 70 |
| | 127 | 2 | 0 | 01 | 45 |
| | 129 | 4 | 0 | 05 | 75 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|-------------------|-----|--------|---|----|----|
| | 130 | 1 | 0 | 07 | 65 |
| | 131 | 2 | 0 | 01 | 50 |
| | 140 | 1ए | 0 | 14 | 05 |
| | 140 | 1बी | 0 | 06 | 60 |
| | 140 | 3ए | 0 | 04 | 70 |
| | 140 | 3बी | 0 | 14 | 60 |
| | 140 | 3सी1 | 0 | 03 | 60 |
| | 140 | 3सी2 | 0 | 00 | 40 |
| | 139 | 1 | 0 | 01 | 75 |
| | 141 | 1ए1 | 0 | 06 | 00 |
| | 141 | 1ए2 | 0 | 07 | 75 |
| | 141 | 1बी | 0 | 00 | 40 |
| | 142 | 1 | 0 | 03 | 55 |
| | 142 | 2ए | 0 | 01 | 30 |
| | 142 | 2बी | 0 | 01 | 10 |
| | 143 | 1 | 0 | 00 | 65 |
| | 143 | 2 | 0 | 00 | 75 |
| | 143 | 3 | 0 | 03 | 65 |
| | 144 | 1ए | 0 | 02 | 80 |
| | 144 | 1बी | 0 | 04 | 10 |
| | 157 | 1सी | 0 | 05 | 35 |
| | 157 | 3 | 0 | 00 | 40 |
| | 146 | - | 0 | 06 | 05 |
| | 147 | - | 0 | 03 | 20 |
| | 148 | 1 | 0 | 03 | 60 |
| | 148 | 2 | 0 | 17 | 30 |
| | 149 | 1 | 0 | 08 | 10 |
| | 150 | 1ए | 0 | 04 | 75 |
| | 150 | 1बी | 0 | 04 | 85 |
| | 150 | 2 | 0 | 02 | 30 |
| | 151 | - | 0 | 06 | 30 |
| 36. कम्मालम्पूंडी | 28 | 1 | 0 | 03 | 70 |
| | 27 | 2 | 0 | 10 | 50 |
| | 26 | - | 0 | 01 | 70 |
| | 25 | 2बी6सी | 0 | 09 | 70 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|---|-----|--------|---|----|----|
| | 25 | 2बी6डी | 0 | 02 | 90 |
| | 25 | 2बी4 | 0 | 03 | 80 |
| | 25 | 1बी | 0 | 00 | 40 |
| | 25 | 1ए | 0 | 01 | 30 |
| | 25 | 2बी5 | 0 | 11 | 70 |
| | 24 | 1 | 0 | 08 | 70 |
| | 24 | 4 | 0 | 00 | 70 |
| | 24 | 5 | 0 | 07 | 20 |
| | 24 | 6 | 0 | 06 | 90 |
| | 35 | 1बी | 0 | 01 | 70 |
| | 22 | 1 | 0 | 11 | 35 |
| | 81 | 5ए | 0 | 05 | 40 |
| | 81 | 5बी2 | 0 | 08 | 30 |
| | 81 | 5बी3 | 0 | 07 | 05 |
| | 84 | 1 | 0 | 05 | 85 |
| | 84 | 2ए | 0 | 05 | 05 |
| | 84 | 2बी | 0 | 03 | 80 |
| | 65 | 6ए | 0 | 03 | 00 |
| | 65 | 6बी | 0 | 00 | 60 |
| | 65 | 9 | 0 | 07 | 20 |
| | 65 | 4 | 0 | 01 | 60 |
| | 65 | 8ए | 0 | 05 | 00 |
| | 65 | 8सी | 0 | 05 | 75 |
| | 59 | 1 | 0 | 01 | 75 |
| | 59 | 2 | 0 | 01 | 60 |
| | 58 | 1ए | 0 | 04 | 20 |
| | 58 | 1बी | 0 | 03 | 55 |
| | 58 | 2 | 0 | 04 | 50 |
| | 57 | 2 | 0 | 03 | 20 |
| | 57 | 3 | 0 | 06 | 40 |
| | 57 | 1एफ | 0 | 07 | 85 |
| | 119 | 1सी | 0 | 03 | 80 |
| | 119 | 1डी | 0 | 03 | 95 |
| | 119 | 1ई | 0 | 06 | 45 |
| | 119 | 6ए | 0 | 00 | 40 |
| | 119 | 6बी | 0 | 06 | 30 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|---|-----|---------|---|----|----|
| | 119 | 6सी | 0 | 00 | 40 |
| | 128 | 1 | 0 | 16 | 20 |
| | 129 | 2बी2 | 0 | 00 | 40 |
| | 129 | 2बी3 | 0 | 11 | 60 |
| | 129 | 2सी2 | 0 | 09 | 50 |
| | 129 | 2सी1 | 0 | 03 | 10 |
| | 130 | 1ए | 0 | 02 | 50 |
| | 130 | 1बी | 0 | 02 | 20 |
| | 130 | 2ए | 0 | 02 | 75 |
| | 130 | 2बी | 0 | 06 | 60 |
| | 130 | 2सी | 0 | 00 | 40 |
| | 131 | - | 0 | 01 | 25 |
| | 133 | 4 | 0 | 05 | 60 |
| | 132 | 2बी1 | 0 | 05 | 05 |
| | 318 | 1 | 0 | 29 | 60 |
| | 318 | 2 | 0 | 00 | 40 |
| | 320 | 1बी | 0 | 12 | 50 |
| | 320 | 2बी | 0 | 12 | 00 |
| | 341 | 1बी1 | 0 | 07 | 90 |
| | 341 | 2बी | 0 | 02 | 80 |
| | 341 | 2सी | 0 | 04 | 45 |
| | 340 | 2बी1 | 0 | 18 | 00 |
| | 340 | 2बी2 | 0 | 04 | 20 |
| | 340 | 5 | 0 | 14 | 70 |
| | 344 | 3ए2ए | 0 | 03 | 10 |
| | 344 | 3ए3ए | 0 | 00 | 40 |
| | 344 | 3सी1डी2 | 0 | 06 | 80 |
| | 344 | 3सी1सी | 0 | 07 | 60 |
| | 349 | 3ए | 0 | 00 | 50 |
| | 349 | 3बी | 0 | 05 | 70 |
| | 349 | 3सी | 0 | 04 | 20 |
| | 349 | 3डी | 0 | 12 | 65 |
| | 349 | 10 | 0 | 01 | 30 |
| | 349 | 6क्यू | 0 | 04 | 05 |
| | 349 | 6आर | 0 | 04 | 70 |
| | 349 | 9ए | 0 | 00 | 80 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|---|-----|---|---|----|----|
| | 350 | 2 | 0 | 14 | 45 |
| | 350 | 4 | 0 | 03 | 70 |

| तालुका : मदुरांतगम | जिला : कांजीपुरम | | राज्य : तमिलनाडु | | |
|--------------------|------------------|-------------|------------------|-----|-----------|
| गाँव का नाम | सर्वेक्षण सं. | उप खण्ड सं. | क्षेत्रफल | | |
| | | | हेक्टेर | एयर | वर्ग मीटर |

| 1 | 2 | 3 | 4 | 5 | 6 |
|-------------|-----|-------|---|----|----|
| 45. कडम्बूर | 156 | 2 | 0 | 39 | 50 |
| | 158 | 1सी2 | 0 | 34 | 15 |
| | 158 | 1ई2 | 0 | 01 | 55 |
| | 158 | 2 | 0 | 04 | 40 |
| | 158 | 3बी2 | 0 | 02 | 15 |
| | 159 | 1ए1बी | 0 | 08 | 60 |
| | 159 | 1ए2 | 0 | 05 | 30 |
| | 164 | 2 | 0 | 01 | 50 |
| | 165 | 1 | 0 | 08 | 80 |
| | 165 | 2 | 0 | 06 | 90 |
| | 165 | 3 | 0 | 00 | 40 |
| 54. वैप्पनै | 313 | 4 | 0 | 02 | 70 |
| | 313 | 5 | 0 | 19 | 10 |
| | 312 | 1 | 0 | 09 | 05 |
| | 312 | 4 | 0 | 01 | 50 |
| | 312 | 5 | 0 | 00 | 40 |
| | 310 | 1ए | 0 | 00 | 40 |
| | 310 | 1बी2 | 0 | 00 | 40 |
| | 310 | 1बी1 | 0 | 12 | 10 |
| | 201 | - | 0 | 08 | 40 |
| | 200 | 1 | 0 | 00 | 80 |
| | 202 | 1ए | 0 | 08 | 40 |
| | 202 | 1बी | 0 | 03 | 20 |
| | 202 | 3एफ़ | 0 | 00 | 40 |
| | 307 | 2बी | 0 | 05 | 75 |
| | 307 | 3 | 0 | 04 | 15 |
| | 306 | 1बी | 0 | 06 | 00 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|---|-----|-----|---|----|----|
| | 224 | 7 | 0 | 13 | 80 |
| | 224 | 5 | 0 | 04 | 20 |
| | 224 | 4 | 0 | 00 | 40 |
| | 225 | - | 0 | 01 | 35 |
| | 226 | 3 | 0 | 01 | 65 |
| | 230 | 2ए | 0 | 04 | 75 |
| | 230 | 2बी | 0 | 02 | 60 |
| | 230 | 1 | 0 | 03 | 55 |
| | 229 | 1 | 0 | 01 | 85 |
| | 229 | 2 | 0 | 04 | 40 |
| | 231 | - | 0 | 00 | 40 |
| | 228 | 6 | 0 | 01 | 60 |
| | 244 | 1 | 0 | 01 | 75 |
| | 244 | 2 | 0 | 06 | 10 |
| | 244 | 3 | 0 | 00 | 75 |
| | 244 | 5 | 0 | 01 | 05 |
| | 244 | 6 | 0 | 05 | 85 |
| | 244 | 7 | 0 | 02 | 20 |
| | 244 | 9ए | 0 | 00 | 40 |
| | 244 | 9बी | 0 | 02 | 90 |
| | 243 | - | 0 | 09 | 05 |
| | 235 | 3 | 0 | 03 | 45 |
| | 242 | 1 | 0 | 00 | 40 |
| | 250 | 3ए | 0 | 03 | 85 |
| | 250 | 4 | 0 | 11 | 15 |
| | 250 | 5 | 0 | 06 | 15 |
| | 251 | 2 | 0 | 02 | 25 |
| | 253 | 4 | 0 | 00 | 40 |
| | 253 | 5 | 0 | 08 | 45 |
| | 282 | 4 | 0 | 00 | 40 |
| | 282 | 5 | 0 | 05 | 80 |
| | 282 | 6 | 0 | 05 | 60 |
| | 282 | 7 | 0 | 00 | 90 |
| | 282 | 8 | 0 | 04 | 00 |
| | 278 | 1ए | 0 | 10 | 50 |
| | 278 | 1बी | 0 | 00 | 40 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|---------------|-----|------|---|----|----|
| | 255 | 2बी | 0 | 00 | 40 |
| | 275 | 4 | 0 | 10 | 10 |
| | 276 | 1 | 0 | 05 | 15 |
| | 276 | 2 | 0 | 06 | 35 |
| | 276 | 3 | 0 | 04 | 45 |
| | 270 | 1 | 0 | 01 | 85 |
| | 270 | 2 | 0 | 10 | 70 |
| | 270 | 4 | 0 | 02 | 35 |
| | 272 | 3 | 0 | 10 | 80 |
| | 272 | 4 | 0 | 00 | 55 |
| 46. तीट्टालम | 278 | 1ए | 0 | 02 | 60 |
| | 278 | 1बी | 0 | 03 | 40 |
| | 255 | 1ए2 | 0 | 00 | 40 |
| | 276 | 2ए | 0 | 01 | 75 |
| | 276 | 1ए1 | 0 | 00 | 55 |
| | 276 | 1ए2 | 0 | 08 | 40 |
| | 277 | 1 | 0 | 06 | 90 |
| | 277 | 2 | 0 | 07 | 10 |
| | 277 | 3 | 0 | 07 | 10 |
| | 277 | 4 | 0 | 07 | 00 |
| 47. लाडाकारनै | 112 | 1बी1 | 0 | 00 | 90 |
| | 112 | 1बी2 | 0 | 16 | 05 |
| | 148 | 4ए1 | 0 | 00 | 75 |
| | 148 | 4ए2 | 0 | 01 | 65 |
| | 148 | 2 | 0 | 11 | 50 |
| | 148 | 6बी | 0 | 01 | 30 |
| | 148 | 6ए1 | 0 | 12 | 75 |
| | 149 | 1ए | 0 | 00 | 40 |
| | 149 | 2ए | 0 | 09 | 50 |
| | 149 | 2बी | 0 | 03 | 05 |
| | 133 | 1ए | 0 | 03 | 15 |
| | 133 | 1बी | 0 | 00 | 90 |
| | 133 | 2ए | 0 | 01 | 10 |
| | 133 | 2बी | 0 | 10 | 90 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|-----------------|-----|--------|---|----|----|
| | 133 | 3ए | 0 | 00 | 40 |
| | 133 | 5ए | 0 | 02 | 90 |
| | 133 | 5बी | 0 | 00 | 40 |
| | 133 | 4ए | 0 | 03 | 60 |
| | 133 | 6ए | 0 | 03 | 35 |
| | 133 | 7 | 0 | 06 | 60 |
| | 133 | 8सी1ए | 0 | 01 | 45 |
| | 133 | 8सी1बी | 0 | 02 | 90 |
| | 133 | 8सी2 | 0 | 06 | 85 |
| | 133 | 8डी | 0 | 06 | 15 |
| | 147 | 1 | 0 | 04 | 50 |
| | 147 | 2ए | 0 | 07 | 10 |
| | 147 | 2बी | 0 | 00 | 40 |
| | 146 | 2 | 0 | 01 | 45 |
| | 146 | 3ए | 0 | 08 | 65 |
| | 146 | 3बी | 0 | 07 | 30 |
| | 143 | 1सी | 0 | 00 | 40 |
| | 143 | 2ए | 0 | 01 | 95 |
| | 143 | 2सी | 0 | 22 | 00 |
| | 143 | 2डी | 0 | 01 | 70 |
| | 143 | 3 | 0 | 02 | 80 |
| 58. कूडप्पाक्कम | 15 | 2ए1 | 0 | 00 | 40 |
| | 15 | 2बी | 0 | 06 | 90 |
| | 15 | 2सी3ए | 0 | 09 | 55 |
| | 15 | 3बी2 | 0 | 00 | 40 |
| 59. सेम्पूंडी | 1 | 2 | 0 | 19 | 20 |
| | 1 | 1 | 0 | 05 | 85 |
| | 12 | 2 | 0 | 00 | 40 |
| | 12 | 3 | 0 | 02 | 30 |
| | 15 | - | 0 | 01 | 50 |
| | 14 | 6 | 0 | 03 | 25 |
| | 14 | 7 | 0 | 06 | 65 |
| | 14 | 8 | 0 | 05 | 25 |
| | 26 | - | 0 | 03 | 75 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|---|-----|-----------|---|----|----|
| | 20 | 2बी | 0 | 01 | 55 |
| | 20 | 12ए2 | 0 | 04 | 80 |
| | 20 | 12ए1 | 0 | 04 | 80 |
| | 20 | 13बी | 0 | 03 | 40 |
| | 20 | 14ए | 0 | 05 | 85 |
| | 20 | 14सी | 0 | 00 | 60 |
| | 22 | 2ए | 0 | 09 | 55 |
| | 22 | 2बी | 0 | 01 | 85 |
| | 275 | 1ए | 0 | 03 | 45 |
| | 275 | 3ए1ए2बी | 0 | 00 | 40 |
| | 275 | 3ए1बी2 | 0 | 01 | 45 |
| | 271 | 1बी | 0 | 00 | 40 |
| | 271 | 2ए | 0 | 05 | 10 |
| | 271 | 2बी | 0 | 02 | 45 |
| | 270 | 1सी1बी1/1 | 0 | 05 | 00 |
| | 270 | 1सी1बी2बी | 0 | 01 | 50 |
| | 289 | 1 | 0 | 05 | 10 |
| | 291 | 1 | 0 | 12 | 95 |
| | 291 | 2 | 0 | 05 | 95 |
| | 290 | - | 0 | 00 | 40 |
| | 294 | 1 | 0 | 07 | 05 |
| | 294 | 2 | 0 | 07 | 20 |
| | 293 | 7 | 0 | 02 | 15 |
| | 296 | 1ए | 0 | 09 | 50 |
| | 253 | 1बी3 | 0 | 11 | 10 |
| | 253 | 3 | 0 | 01 | 45 |
| | 253 | 2 | 0 | 01 | 15 |
| | 252 | 2बी | 0 | 01 | 50 |
| | 251 | 2बी | 0 | 11 | 65 |
| | 251 | 1 | 0 | 00 | 80 |
| | 245 | 2 | 0 | 03 | 20 |
| | 245 | 3 | 0 | 06 | 75 |
| | 243 | 2 | 0 | 00 | 90 |
| | 244 | 2 | 0 | 04 | 45 |
| | 244 | 1 | 0 | 00 | 40 |
| | 244 | 4 | 0 | 01 | 70 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|---|-----|-------|---|----|----|
| | 244 | 3बी | 0 | 03 | 10 |
| | 244 | 3ए2ए | 0 | 00 | 40 |
| | 244 | 3ए2बी | 0 | 01 | 30 |
| | 200 | 4 | 0 | 01 | 45 |
| | 200 | 3 | 0 | 05 | 75 |
| | 200 | 2बी2 | 0 | 00 | 40 |
| | 199 | 1ए | 0 | 00 | 40 |
| | 199 | 1डी | 0 | 10 | 65 |
| | 199 | 1ई | 0 | 02 | 00 |

[फा. सं. आर-25011/46/2017-ओआर-I]

पवन कुमार, अवर सचिव

New Delhi, the 29th September, 2017

S.O. 2343.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of Liquefied Petroleum Gas from Ennore to Madurai Via Chengalpattu, Pondicherry(UT) and Trichy, a pipeline should be laid in the State of Tamil Nadu by Indian Oil Corporation Limited.

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri S.P.Madhusudhanan, Competent Authority, Land Acquisition Officer Indian Oil Corporation Limited, Pipeline Projects, Plot No.14, Jayaprakash Street, V.G.P. Nagar, Rajajipuram, Tiruvallur, TamilNadu – 602 001.

SCHEDULE

| Taluk : Uthiramerur | District : Kancheepuram | | State : Tamil Nadu | | |
|---------------------|-------------------------|------------------|--------------------|-----|--------------|
| Name of the Village | Survey No. | Sub Division No. | Area | | |
| | | | Hectare | Are | Square Meter |

| 1 | 2 | 3 | 4 | 5 | 6 |
|---------------|-----|---|---|----|----|
| 116. Kilakadi | 150 | 1 | 0 | 07 | 20 |
| | 141 | 2 | 0 | 07 | 00 |
| | 140 | 8 | 0 | 19 | 80 |
| | 140 | 7 | 0 | 00 | 40 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|---|-----|----|---|----|----|
| | 140 | 6 | 0 | 01 | 75 |
| | 140 | 5 | 0 | 03 | 00 |
| | 140 | 4 | 0 | 02 | 60 |
| | 140 | 3 | 0 | 02 | 00 |
| | 140 | 2 | 0 | 01 | 45 |
| | 133 | 3 | 0 | 15 | 50 |
| | 133 | 2 | 0 | 30 | 80 |
| | 133 | 1 | 0 | 00 | 60 |
| | 181 | 5 | 0 | 10 | 80 |
| | 181 | 3 | 0 | 07 | 20 |
| | 181 | 1 | 0 | 00 | 40 |
| | 112 | 1 | 0 | 00 | 40 |
| | 129 | 9 | 0 | 00 | 70 |
| | 129 | 5 | 0 | 03 | 60 |
| | 129 | 4 | 0 | 07 | 30 |
| | 129 | 2 | 0 | 05 | 40 |
| | 129 | 6 | 0 | 00 | 40 |
| | 128 | 3 | 0 | 07 | 10 |
| | 128 | 2 | 0 | 04 | 70 |
| | 128 | 1 | 0 | 11 | 20 |
| | 201 | 11 | 0 | 02 | 00 |
| | 201 | 8 | 0 | 01 | 60 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|-----------------|-----|-----|---|----|----|
| | 201 | 10 | 0 | 07 | 00 |
| | 201 | 6 | 0 | 07 | 80 |
| | 201 | 5 | 0 | 08 | 20 |
| | 201 | 4 | 0 | 08 | 70 |
| | 201 | 3 | 0 | 07 | 65 |
| | 201 | 2 | 0 | 00 | 40 |
| | 201 | 1 | 0 | 06 | 30 |
| | 201 | 9 | 0 | 02 | 95 |
| 117. Pulipakkam | 7 | - | 0 | 03 | 40 |
| | 8 | 19 | 0 | 01 | 80 |
| | 8 | 20 | 0 | 09 | 00 |
| | 8 | 21 | 0 | 02 | 45 |
| | 8 | 16 | 0 | 02 | 55 |
| | 8 | 18 | 0 | 00 | 40 |
| | 8 | 15 | 0 | 01 | 40 |
| | 8 | 13 | 0 | 04 | 00 |
| | 8 | 12 | 0 | 02 | 50 |
| | 8 | 11 | 0 | 02 | 45 |
| | 8 | 10B | 0 | 01 | 70 |
| | 8 | 1B | 0 | 02 | 00 |
| | 8 | 1A | 0 | 15 | 60 |
| | 151 | 1A5 | 0 | 01 | 65 |
| | 151 | 3J | 0 | 01 | 70 |
| | 151 | 3H | 0 | 01 | 45 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|---|-----|------|---|----|----|
| | 151 | 3I | 0 | 01 | 55 |
| | 151 | 3B | 0 | 06 | 30 |
| | 9 | 8 | 0 | 00 | 80 |
| | 9 | 7 | 0 | 00 | 70 |
| | 9 | 6 | 0 | 01 | 00 |
| | 9 | 1 | 0 | 05 | 40 |
| | 52 | 3B | 0 | 04 | 00 |
| | 52 | 3A | 0 | 14 | 20 |
| | 52 | 2 | 0 | 00 | 55 |
| | 51 | 2A | 0 | 22 | 00 |
| | 51 | 1A | 0 | 03 | 20 |
| | 47 | 2 | 0 | 06 | 65 |
| | 47 | 1 | 0 | 00 | 40 |
| | 54 | 9 | 0 | 00 | 40 |
| | 54 | 5 | 0 | 06 | 40 |
| | 54 | 6 | 0 | 07 | 25 |
| | 54 | 7C7 | 0 | 02 | 30 |
| | 54 | 7C5 | 0 | 06 | 75 |
| | 54 | 7B7 | 0 | 00 | 40 |
| | 54 | 7C1E | 0 | 01 | 20 |
| | 54 | 7C1F | 0 | 01 | 50 |
| | 54 | 7C1G | 0 | 00 | 55 |
| | 54 | 7C1D | 0 | 00 | 40 |
| | 54 | 7C1A | 0 | 00 | 85 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|-------------------|-----|-----|---|----|----|
| | 46 | 1 | 0 | 04 | 00 |
| 118. Edaiyambudur | 135 | 3 | 0 | 10 | 35 |
| | 136 | 21 | 0 | 09 | 90 |
| | 136 | 19 | 0 | 00 | 40 |
| | 136 | 15A | 0 | 13 | 70 |
| | 136 | 12A | 0 | 09 | 25 |
| | 136 | 10 | 0 | 01 | 20 |
| | 136 | 9A | 0 | 01 | 15 |
| | 136 | 6 | 0 | 03 | 60 |
| | 136 | 5 | 0 | 06 | 45 |
| | 136 | 8 | 0 | 01 | 40 |
| | 136 | 7 | 0 | 00 | 60 |
| | 136 | 3A | 0 | 04 | 50 |
| | 136 | 2 | 0 | 05 | 60 |
| | 136 | 1 | 0 | 03 | 45 |
| | 158 | 9 | 0 | 03 | 30 |
| | 158 | 8 | 0 | 03 | 10 |
| | 158 | 7 | 0 | 03 | 80 |
| | 158 | 5 | 0 | 00 | 40 |
| | 158 | 4 | 0 | 04 | 50 |
| | 158 | 2 | 0 | 04 | 70 |
| | 159 | 5 | 0 | 05 | 00 |
| | 159 | 4 | 0 | 04 | 30 |
| | 159 | 3C | 0 | 02 | 40 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|-------------------|-----|----|---|----|----|
| | 159 | 3B | 0 | 02 | 20 |
| | 159 | 3A | 0 | 04 | 85 |
| | 159 | 2 | 0 | 02 | 35 |
| | 159 | 1 | 0 | 02 | 65 |
| | 162 | 11 | 0 | 00 | 40 |
| | 161 | 2C | 0 | 00 | 90 |
| | 161 | 2B | 0 | 00 | 70 |
| | 161 | 2A | 0 | 01 | 20 |
| | 161 | 1 | 0 | 05 | 35 |
| | 160 | 11 | 0 | 05 | 40 |
| | 160 | 10 | 0 | 04 | 40 |
| | 160 | 9 | 0 | 03 | 75 |
| | 160 | 8 | 0 | 03 | 40 |
| | 160 | 7 | 0 | 02 | 95 |
| | 165 | 1A | 0 | 05 | 40 |
| | 58 | 5 | 0 | 04 | 50 |
| | 58 | 1B | 0 | 01 | 70 |
| | 58 | 1A | 0 | 12 | 20 |
| 119. Kaithandalam | 125 | 4 | 0 | 01 | 35 |
| | 125 | 3 | 0 | 01 | 05 |
| | 125 | 2 | 0 | 01 | 85 |
| | 125 | 1 | 0 | 00 | 40 |
| | 127 | 2 | 0 | 21 | 80 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|-------------------|-----|------|---|----|----|
| 73. Paleswaram | 146 | 7 | 0 | 11 | 70 |
| | 147 | 1C1 | 0 | 02 | 80 |
| | 147 | 1C2 | 0 | 01 | 50 |
| | 147 | 2A | 0 | 01 | 90 |
| | 147 | 1A | 0 | 01 | 50 |
| | 147 | 1B | 0 | 04 | 15 |
| | 148 | 1A4B | 0 | 04 | 15 |
| | 148 | 1A4A | 0 | 03 | 95 |
| | 148 | 3B | 0 | 04 | 50 |
| | 148 | 3A | 0 | 00 | 80 |
| | 149 | 5 | 0 | 05 | 85 |
| | 149 | 3C | 0 | 02 | 10 |
| | 149 | 4B | 0 | 03 | 15 |
| | 149 | 3A | 0 | 00 | 40 |
| | 149 | 3B | 0 | 04 | 05 |
| | 149 | 2A | 0 | 00 | 40 |
| | 149 | 2C | 0 | 03 | 40 |
| | 149 | 2B | 0 | 02 | 80 |
| | 149 | 1C | 0 | 03 | 00 |
| | 149 | 1B3 | 0 | 01 | 80 |
| | 160 | 1H1 | 0 | 00 | 40 |
| 72. Vinnamangalam | 117 | 15C | 0 | 00 | 40 |
| | 117 | 15A | 0 | 02 | 75 |
| | 117 | 16A | 0 | 08 | 90 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|---------------|------|-----|---|----|----|
| | 117 | 18 | 0 | 06 | 30 |
| | 117 | 19 | 0 | 18 | 70 |
| | 117 | 41 | 0 | 06 | 55 |
| | 117 | 42B | 0 | 07 | 60 |
| | 117 | 43B | 0 | 07 | 25 |
| | 117 | 44 | 0 | 05 | 60 |
| | 117 | 45 | 0 | 03 | 60 |
| | 117 | 46 | 0 | 03 | 60 |
| | 117 | 47 | 0 | 05 | 00 |
| | 117 | 28A | 0 | 10 | 50 |
| 67. Alancheri | 1 | 1C1 | 0 | 00 | 40 |
| | 1 | 1C2 | 0 | 04 | 50 |
| | 1 | 1C3 | 0 | 01 | 60 |
| | 1 | 1B1 | 0 | 00 | 40 |
| | 1 | 1B2 | 0 | 03 | 55 |
| | 1 | 1B3 | 0 | 03 | 55 |
| | 122B | - | 0 | 37 | 80 |
| | 122A | 2A1 | 0 | 21 | 45 |
| | 122A | 2A2 | 0 | 00 | 40 |
| | 114 | 1 | 0 | 77 | 40 |
| | 114 | 2A | 0 | 02 | 30 |
| | 115 | 4 | 0 | 03 | 05 |
| | 115 | 10 | 0 | 04 | 90 |
| | 115 | 9 | 0 | 06 | 70 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|-------------------|-----|----|---|----|----|
| | 115 | 8 | 0 | 01 | 25 |
| | 115 | 13 | 0 | 00 | 50 |
| | 115 | 12 | 0 | 05 | 60 |
| | 115 | 11 | 0 | 05 | 10 |
| 66. Sadachivakkam | 1 | 3 | 0 | 02 | 50 |
| | 129 | 1B | 0 | 00 | 40 |
| | 129 | 1A | 0 | 07 | 80 |
| | 117 | 4A | 0 | 03 | 80 |
| | 117 | 4B | 0 | 01 | 80 |
| | 117 | 5A | 0 | 01 | 40 |
| | 117 | 5B | 0 | 06 | 20 |
| | 117 | 3B | 0 | 05 | 15 |
| | 117 | 3C | 0 | 00 | 90 |
| | 117 | 6 | 0 | 00 | 45 |
| | 117 | 2 | 0 | 08 | 65 |
| | 119 | 2 | 0 | 04 | 05 |
| | 118 | 1 | 0 | 09 | 00 |
| | 118 | 2 | 0 | 09 | 75 |
| 65. Thottanaval | 22 | 5 | 0 | 04 | 15 |
| | 22 | 4 | 0 | 02 | 35 |
| | 22 | 3 | 0 | 03 | 40 |
| | 22 | 1B | 0 | 01 | 30 |
| | 22 | 2 | 0 | 01 | 00 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|---|----|-----|---|----|----|
| | 23 | 2 | 0 | 02 | 00 |
| | 23 | 4A | 0 | 00 | 70 |
| | 23 | 3D | 0 | 05 | 00 |
| | 23 | 3C1 | 0 | 00 | 60 |
| | 23 | 3C2 | 0 | 03 | 65 |
| | 23 | 3E | 0 | 00 | 75 |
| | 23 | 3B2 | 0 | 00 | 40 |
| | 23 | 3A | 0 | 01 | 00 |
| | 24 | 2A | 0 | 00 | 40 |
| | 24 | 1A | 0 | 04 | 20 |
| | 25 | 2 | 0 | 00 | 90 |
| | 28 | 6 | 0 | 02 | 25 |
| | 28 | 5 | 0 | 06 | 00 |
| | 28 | 4 | 0 | 02 | 50 |
| | 28 | 2 | 0 | 03 | 75 |
| | 29 | 2 | 0 | 03 | 40 |
| | 42 | - | 0 | 04 | 65 |
| | 41 | 2 | 0 | 07 | 10 |
| | 41 | 1C | 0 | 00 | 40 |
| | 41 | 3 | 0 | 01 | 80 |
| | 40 | 4 | 0 | 04 | 00 |
| | 40 | 3B | 0 | 06 | 85 |
| | 40 | 5 | 0 | 05 | 15 |
| | 46 | 1 | 0 | 01 | 50 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|-----------------------|------|----|---|----|----|
| | 47 | 1B | 0 | 05 | 75 |
| | 47 | 2 | 0 | 06 | 10 |
| | 47 | 1A | 0 | 06 | 45 |
| | 49 | 2 | 0 | 02 | 20 |
| | 49 | 1 | 0 | 03 | 20 |
| | 49 | 3 | 0 | 04 | 50 |
| | 50 | 1 | 0 | 02 | 40 |
| 64. Kadalmangalam | 103 | 1B | 0 | 00 | 80 |
| | 103 | 1A | 0 | 03 | 30 |
| | 107 | - | 0 | 09 | 20 |
| | 109 | - | 0 | 02 | 40 |
| 45. Malliyankaranai-B | 1168 | 3 | 0 | 05 | 15 |
| | 1168 | 2 | 0 | 01 | 40 |
| | 1168 | 1 | 0 | 07 | 00 |
| | 1169 | 3 | 0 | 06 | 85 |
| | 1169 | 1 | 0 | 00 | 45 |
| | 1101 | 2 | 0 | 00 | 40 |
| | 1101 | 5B | 0 | 05 | 50 |
| | 1100 | 5 | 0 | 05 | 15 |
| | 1098 | 2A | 0 | 01 | 75 |
| | 1098 | 2B | 0 | 02 | 80 |
| | 1098 | 2C | 0 | 00 | 75 |
| | 1098 | 2D | 0 | 01 | 20 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|-----------------------|------|-----|---|----|----|
| | 1098 | 2E | 0 | 02 | 00 |
| | 1097 | 2 | 0 | 08 | 20 |
| | 1094 | 2C2 | 0 | 00 | 40 |
| | 1094 | 2B3 | 0 | 01 | 00 |
| | 1094 | 2B2 | 0 | 01 | 00 |
| | 1094 | 2B1 | 0 | 05 | 05 |
| | 1094 | 2A | 0 | 03 | 50 |
| | 1094 | 1 | 0 | 07 | 20 |
| | 1094 | 5 | 0 | 15 | 00 |
| | 694 | 1 | 0 | 01 | 95 |
| | 694 | 2 | 0 | 08 | 30 |
| | 684 | 2 | 0 | 11 | 90 |
| | 695 | 4B | 0 | 00 | 50 |
| 45. Malliyankaranai-A | 600 | 1 | 0 | 02 | 90 |
| | 591 | 1 | 0 | 09 | 00 |
| | 591 | 2 | 0 | 10 | 65 |
| | 594 | 1 | 0 | 09 | 75 |
| | 594 | 2A1 | 0 | 08 | 70 |
| | 593 | 3 | - | 02 | 50 |
| | 595 | 2B | 0 | 00 | 40 |
| | 595 | 2A | 0 | 07 | 35 |
| | 582 | 4B | 0 | 06 | 60 |
| | 582 | 6 | 0 | 00 | 70 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|---|-----|-----|---|----|----|
| | 582 | 7 | 0 | 04 | 70 |
| | 582 | 5B | 0 | 07 | 20 |
| | 596 | 1B | 0 | 01 | 00 |
| | 596 | 1A | 0 | 04 | 70 |
| | 569 | 1A | 0 | 00 | 45 |
| | 571 | 1C | 0 | 09 | 75 |
| | 571 | 3A1 | 0 | 03 | 05 |
| | 571 | 3A2 | 0 | 01 | 65 |
| | 571 | 3A3 | 0 | 07 | 40 |
| | 571 | 3B2 | 0 | 08 | 35 |
| | 573 | - | 0 | 00 | 90 |
| | 572 | - | 0 | 00 | 40 |
| | 511 | 1 | 0 | 02 | 00 |
| | 511 | 2 | 0 | 03 | 45 |
| | 512 | 1 | 0 | 06 | 10 |
| | 512 | 2 | 0 | 00 | 60 |
| | 513 | 1 | 0 | 01 | 45 |
| | 510 | - | 0 | 04 | 85 |
| | 514 | 1 | 0 | 02 | 75 |
| | 509 | - | 0 | 04 | 50 |
| | 233 | - | 0 | 09 | 55 |
| | 206 | 3A | 0 | 03 | 15 |
| | 206 | 3B | 0 | 01 | 90 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|---|-----|-----|---|----|----|
| | 221 | 1A | 0 | 00 | 40 |
| | 221 | 1B1 | 0 | 04 | 15 |
| | 221 | 1B2 | 0 | 06 | 30 |
| | 221 | 1B3 | 0 | 04 | 85 |
| | 221 | 1B4 | 0 | 01 | 40 |
| | 220 | - | 0 | 11 | 90 |
| | 222 | 2B | 0 | 06 | 80 |
| | 222 | 2A | 0 | 02 | 45 |
| | 217 | 1 | 0 | 09 | 55 |
| | 217 | 2 | 0 | 13 | 15 |
| | 216 | 1 | 0 | 02 | 70 |
| | 216 | 2 | 0 | 02 | 25 |
| | 216 | 3A | 0 | 00 | 55 |
| | 216 | 3B | 0 | 00 | 55 |
| | 225 | 5 | 0 | 01 | 35 |
| | 225 | 6 | 0 | 07 | 30 |
| | 225 | 4B | 0 | 00 | 40 |
| | 184 | - | 0 | 04 | 00 |
| | 183 | 2C1 | 0 | 04 | 00 |
| | 185 | 1A | 0 | 02 | 45 |
| | 185 | 1B | 0 | 04 | 40 |
| | 182 | 1B | 0 | 00 | 40 |
| | 182 | 2 | 0 | 00 | 40 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|---|-----|-----|---|----|----|
| | 182 | 1C | 0 | 06 | 00 |
| | 182 | 3 | 0 | 00 | 40 |
| | 167 | 3A | 0 | 09 | 00 |
| | 167 | 2A2 | 0 | 04 | 00 |
| | 167 | 2A1 | 0 | 00 | 40 |
| | 168 | 2B | 0 | 01 | 90 |
| | 168 | 2A | 0 | 01 | 35 |
| | 168 | 1A | 0 | 03 | 90 |
| | 168 | 1B | 0 | 00 | 50 |
| | 168 | 1C | 0 | 00 | 75 |
| | 168 | 1D | 0 | 00 | 55 |
| | 165 | 1 | 0 | 00 | 70 |
| | 165 | 2 | 0 | 02 | 55 |
| | 165 | 3 | 0 | 00 | 40 |
| | 160 | 4A2 | 0 | 01 | 70 |
| | 160 | 4A1 | 0 | 04 | 55 |
| | 160 | 5B | 0 | 04 | 85 |
| | 160 | 8A | 0 | 00 | 40 |
| | 160 | 8B | 0 | 04 | 05 |
| | 160 | 8C | 0 | 00 | 80 |
| | 160 | 12 | 0 | 01 | 20 |
| | 160 | 6B | 0 | 10 | 20 |
| | 161 | 1 | 0 | 04 | 55 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|---|-----|-----|---|----|----|
| | 161 | 2A | 0 | 02 | 00 |
| | 161 | 2B | 0 | 02 | 55 |
| | 162 | - | 0 | 04 | 50 |
| | 112 | 1 | 0 | 05 | 00 |
| | 112 | 3A1 | 0 | 01 | 80 |
| | 112 | 2A | 0 | 05 | 65 |
| | 112 | 2B | 0 | 05 | 10 |
| | 111 | 2 | 0 | 00 | 45 |
| | 111 | 1 | 0 | 02 | 20 |
| | 113 | 3B | 0 | 02 | 10 |
| | 113 | 4 | 0 | 05 | 00 |
| | 113 | 3A | 0 | 03 | 90 |
| | 114 | - | 0 | 10 | 50 |
| | 131 | 3 | 0 | 01 | 50 |
| | 131 | 2 | 0 | 11 | 00 |
| | 132 | 1 | 0 | 05 | 75 |
| | 132 | 2 | 0 | 06 | 30 |
| | 102 | 2A1 | 0 | 00 | 40 |
| | 102 | 1C | 0 | 02 | 70 |
| | 102 | 1B | 0 | 05 | 15 |
| | 102 | 1A | 0 | 05 | 60 |
| | 101 | 1 | 0 | 03 | 70 |
| | 101 | 2 | 0 | 00 | 60 |
| | 100 | - | 0 | 24 | 80 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|----------------------|----|-----|---|----|----|
| | 97 | - | 0 | 15 | 60 |
| | 98 | - | 0 | 00 | 75 |
| | 83 | 1 | 0 | 07 | 20 |
| | 90 | 1 | 0 | 02 | 20 |
| | 84 | 2B | 0 | 14 | 75 |
| | 84 | 2C | 0 | 07 | 10 |
| | 84 | 3 | 0 | 01 | 30 |
| | 89 | - | 0 | 09 | 40 |
| | 88 | 2 | 0 | 06 | 15 |
| 40. Thalavarampoondi | 9 | 1 | 0 | 07 | 00 |
| | 9 | 2 | 0 | 08 | 30 |
| | 24 | 1B1 | 0 | 03 | 20 |
| | 24 | 1B2 | 0 | 00 | 90 |
| | 24 | 1B3 | 0 | 05 | 20 |
| | 29 | 1 | 0 | 09 | 80 |
| | 29 | 3A2 | 0 | 00 | 40 |
| | 29 | 3A1 | 0 | 05 | 40 |
| | 28 | 1 | 0 | 01 | 70 |
| 39. Puliyur | 39 | 1A | 0 | 03 | 55 |
| | 39 | 1B | 0 | 00 | 90 |
| | 39 | 1D | 0 | 00 | 40 |
| | 39 | 1C | 0 | 02 | 50 |
| | 38 | 1B | 0 | 00 | 40 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|---|----|----|---|----|----|
| | 38 | 1C | 0 | 00 | 80 |
| | 38 | 1D | 0 | 01 | 65 |
| | 38 | 1E | 0 | 03 | 65 |
| | 38 | 2A | 0 | 06 | 10 |
| | 38 | 2B | 0 | 00 | 40 |
| | 41 | 1 | 0 | 01 | 15 |
| | 41 | 2B | 0 | 00 | 55 |
| | 41 | 2A | 0 | 01 | 90 |
| | 42 | 1 | 0 | 00 | 40 |
| | 42 | 2 | 0 | 09 | 80 |
| | 44 | 4B | 0 | 08 | 10 |
| | 44 | 3 | 0 | 06 | 60 |
| | 44 | 2 | 0 | 05 | 60 |
| | 32 | 2 | 0 | 07 | 15 |
| | 46 | 1A | 0 | 03 | 60 |
| | 46 | 1B | 0 | 02 | 10 |
| | 46 | 1C | 0 | 02 | 20 |
| | 47 | 1 | 0 | 08 | 85 |
| | 56 | 1A | 0 | 07 | 40 |
| | 56 | 2 | 0 | 07 | 65 |
| | 57 | 1A | 0 | 07 | 00 |
| | 57 | 1B | 0 | 00 | 90 |
| | 58 | - | 0 | 09 | 00 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|---|-----|-----|---|----|----|
| | 128 | 1 | 0 | 05 | 65 |
| | 128 | 2 | 0 | 07 | 70 |
| | 127 | 2 | 0 | 01 | 45 |
| | 129 | 4 | 0 | 05 | 75 |
| | 130 | 1 | 0 | 07 | 65 |
| | 131 | 2 | 0 | 01 | 50 |
| | 140 | 1A | 0 | 14 | 05 |
| | 140 | 1B | 0 | 06 | 60 |
| | 140 | 3A | 0 | 04 | 70 |
| | 140 | 3B | 0 | 14 | 60 |
| | 140 | 3C1 | 0 | 03 | 60 |
| | 140 | 3C2 | 0 | 00 | 40 |
| | 139 | 1 | 0 | 01 | 75 |
| | 141 | 1A1 | 0 | 06 | 00 |
| | 141 | 1A2 | 0 | 07 | 75 |
| | 141 | 1B | 0 | 00 | 40 |
| | 142 | 1 | 0 | 03 | 55 |
| | 142 | 2A | 0 | 01 | 30 |
| | 142 | 2B | 0 | 01 | 10 |
| | 143 | 1 | 0 | 00 | 65 |
| | 143 | 2 | 0 | 00 | 75 |
| | 143 | 3 | 0 | 03 | 65 |
| | 144 | 1A | 0 | 02 | 80 |
| | 144 | 1B | 0 | 04 | 10 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|--------------------|-----|------|---|----|----|
| | 157 | 1C | 0 | 05 | 35 |
| | 157 | 3 | 0 | 00 | 40 |
| | 146 | - | 0 | 06 | 05 |
| | 147 | - | 0 | 03 | 20 |
| | 148 | 1 | 0 | 03 | 60 |
| | 148 | 2 | 0 | 17 | 30 |
| | 149 | 1 | 0 | 08 | 10 |
| | 150 | 1A | 0 | 04 | 75 |
| | 150 | 1B | 0 | 04 | 85 |
| | 150 | 2 | 0 | 02 | 30 |
| | 151 | - | 0 | 06 | 30 |
| 36. Kammalampoondi | 28 | 1 | 0 | 03 | 70 |
| | 27 | 2 | 0 | 10 | 50 |
| | 26 | - | 0 | 01 | 70 |
| | 25 | 2B6C | 0 | 09 | 70 |
| | 25 | 2B6D | 0 | 02 | 90 |
| | 25 | 2B4 | 0 | 03 | 80 |
| | 25 | 1B | 0 | 00 | 40 |
| | 25 | 1A | 0 | 01 | 30 |
| | 25 | 2B5 | 0 | 11 | 70 |
| | 24 | 1 | 0 | 08 | 70 |
| | 24 | 4 | 0 | 00 | 70 |
| | 24 | 5 | 0 | 07 | 20 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|---|----|-----|---|----|----|
| | 24 | 6 | 0 | 06 | 90 |
| | 35 | 1B | 0 | 01 | 70 |
| | 22 | 1 | 0 | 11 | 35 |
| | 81 | 5A | 0 | 05 | 40 |
| | 81 | 5B2 | 0 | 08 | 30 |
| | 81 | 5B3 | 0 | 07 | 05 |
| | 84 | 1 | 0 | 05 | 85 |
| | 84 | 2A | 0 | 05 | 05 |
| | 84 | 2B | 0 | 03 | 80 |
| | 65 | 6A | 0 | 03 | 00 |
| | 65 | 6B | 0 | 00 | 60 |
| | 65 | 9 | 0 | 07 | 20 |
| | 65 | 4 | 0 | 01 | 60 |
| | 65 | 8A | 0 | 05 | 00 |
| | 65 | 8C | 0 | 05 | 75 |
| | 59 | 1 | 0 | 01 | 75 |
| | 59 | 2 | 0 | 01 | 60 |
| | 58 | 1A | 0 | 04 | 20 |
| | 58 | 1B | 0 | 03 | 55 |
| | 58 | 2 | 0 | 04 | 50 |
| | 57 | 2 | 0 | 03 | 20 |
| | 57 | 3 | 0 | 06 | 40 |
| | 57 | 1F | 0 | 07 | 85 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|---|-----|-----|---|----|----|
| | 119 | 1C | 0 | 03 | 80 |
| | 119 | 1D | 0 | 03 | 95 |
| | 119 | 1E | 0 | 06 | 45 |
| | 119 | 6A | 0 | 00 | 40 |
| | 119 | 6B | 0 | 06 | 30 |
| | 119 | 6C | 0 | 00 | 40 |
| | 128 | 1 | 0 | 16 | 20 |
| | 129 | 2B2 | 0 | 00 | 40 |
| | 129 | 2B3 | 0 | 11 | 60 |
| | 129 | 2C2 | 0 | 09 | 50 |
| | 129 | 2C1 | 0 | 03 | 10 |
| | 130 | 1A | 0 | 02 | 50 |
| | 130 | 1B | 0 | 02 | 20 |
| | 130 | 2A | 0 | 02 | 75 |
| | 130 | 2B | 0 | 06 | 60 |
| | 130 | 2C | 0 | 00 | 40 |
| | 131 | - | 0 | 01 | 25 |
| | 133 | 4 | 0 | 05 | 60 |
| | 132 | 2B1 | 0 | 05 | 05 |
| | 318 | 1 | 0 | 29 | 60 |
| | 318 | 2 | 0 | 00 | 40 |
| | 320 | 1B | 0 | 12 | 50 |
| | 320 | 2B | 0 | 12 | 00 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|---|-----|-------|---|----|----|
| | 341 | 1B1 | 0 | 07 | 90 |
| | 341 | 2B | 0 | 02 | 80 |
| | 341 | 2C | 0 | 04 | 45 |
| | 340 | 2B1 | 0 | 18 | 00 |
| | 340 | 2B2 | 0 | 04 | 20 |
| | 340 | 5 | 0 | 14 | 70 |
| | 344 | 3A2A | 0 | 03 | 10 |
| | 344 | 3A3A | 0 | 00 | 40 |
| | 344 | 3C1D2 | 0 | 06 | 80 |
| | 344 | 3C1C | 0 | 07 | 60 |
| | 349 | 3A | 0 | 00 | 50 |
| | 349 | 3B | 0 | 05 | 70 |
| | 349 | 3C | 0 | 04 | 20 |
| | 349 | 3D | 0 | 12 | 65 |
| | 349 | 10 | 0 | 01 | 30 |
| | 349 | 6Q | 0 | 04 | 05 |
| | 349 | 6R | 0 | 04 | 70 |
| | 349 | 9A | 0 | 00 | 80 |
| | 350 | 2 | 0 | 14 | 45 |
| | 350 | 4 | 0 | 03 | 70 |

| | | | | | |
|-----------------------|-------------------------|------------------|--------------------|-----|--------------|
| Taluk : Maduranthagam | District : Kancheepuram | | State : Tamil Nadu | | |
| Name of the Village | Survey No. | Sub Division No. | Area | | |
| | | | Hectare | Are | Square Meter |

| 1 | 2 | 3 | 4 | 5 | 6 |
|---------------|-----|------|---|----|----|
| 45. Kadambur | 156 | 2 | 0 | 39 | 50 |
| | 158 | 1C2 | 0 | 34 | 15 |
| | 158 | 1E2 | 0 | 01 | 55 |
| | 158 | 2 | 0 | 04 | 40 |
| | 158 | 3B2 | 0 | 02 | 15 |
| | 159 | 1A1B | 0 | 08 | 60 |
| | 159 | 1A2 | 0 | 05 | 30 |
| | 164 | 2 | 0 | 01 | 50 |
| | 165 | 1 | 0 | 08 | 80 |
| | 165 | 2 | 0 | 06 | 90 |
| | 165 | 3 | 0 | 00 | 40 |
| | | | | | |
| 54. Vaippanai | 313 | 4 | 0 | 02 | 70 |
| | 313 | 5 | 0 | 19 | 10 |
| | 312 | 1 | 0 | 09 | 05 |
| | 312 | 4 | 0 | 01 | 50 |
| | 312 | 5 | 0 | 00 | 40 |
| | 310 | 1A | 0 | 00 | 40 |
| | 310 | 1B2 | 0 | 00 | 40 |
| | 310 | 1B1 | 0 | 12 | 10 |
| | 201 | - | 0 | 08 | 40 |
| | 200 | 1 | 0 | 00 | 80 |
| | 202 | 1A | 0 | 08 | 40 |
| | 202 | 1B | 0 | 03 | 20 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|---|-----|----|---|----|----|
| | 202 | 3F | 0 | 00 | 40 |
| | 307 | 2B | 0 | 05 | 75 |
| | 307 | 3 | 0 | 04 | 15 |
| | 306 | 1B | 0 | 06 | 00 |
| | 224 | 7 | 0 | 13 | 80 |
| | 224 | 5 | 0 | 04 | 20 |
| | 224 | 4 | 0 | 00 | 40 |
| | 225 | - | 0 | 01 | 35 |
| | 226 | 3 | 0 | 01 | 65 |
| | 230 | 2A | 0 | 04 | 75 |
| | 230 | 2B | 0 | 02 | 60 |
| | 230 | 1 | 0 | 03 | 55 |
| | 229 | 1 | 0 | 01 | 85 |
| | 229 | 2 | 0 | 04 | 40 |
| | 231 | - | 0 | 00 | 40 |
| | 228 | 6 | 0 | 01 | 60 |
| | 244 | 1 | 0 | 01 | 75 |
| | 244 | 2 | 0 | 06 | 10 |
| | 244 | 3 | 0 | 00 | 75 |
| | 244 | 5 | 0 | 01 | 05 |
| | 244 | 6 | 0 | 05 | 85 |
| | 244 | 7 | 0 | 02 | 20 |
| | 244 | 9A | 0 | 00 | 40 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|---|-----|----|---|----|----|
| | 244 | 9B | 0 | 02 | 90 |
| | 243 | - | 0 | 09 | 05 |
| | 235 | 3 | 0 | 03 | 45 |
| | 242 | 1 | 0 | 00 | 40 |
| | 250 | 3A | 0 | 03 | 85 |
| | 250 | 4 | 0 | 11 | 15 |
| | 250 | 5 | 0 | 06 | 15 |
| | 251 | 2 | 0 | 02 | 25 |
| | 253 | 4 | 0 | 00 | 40 |
| | 253 | 5 | 0 | 08 | 45 |
| | 282 | 4 | 0 | 00 | 40 |
| | 282 | 5 | 0 | 05 | 80 |
| | 282 | 6 | 0 | 05 | 60 |
| | 282 | 7 | 0 | 00 | 90 |
| | 282 | 8 | 0 | 04 | 00 |
| | 278 | 1A | 0 | 10 | 50 |
| | 278 | 1B | 0 | 00 | 40 |
| | 255 | 2B | 0 | 00 | 40 |
| | 275 | 4 | 0 | 10 | 10 |
| | 276 | 1 | 0 | 05 | 15 |
| | 276 | 2 | 0 | 06 | 35 |
| | 276 | 3 | 0 | 04 | 45 |
| | 270 | 1 | 0 | 01 | 85 |
| | 270 | 2 | 0 | 10 | 70 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|-----------------|-----|-----|---|----|----|
| | 270 | 4 | 0 | 02 | 35 |
| | 272 | 3 | 0 | 10 | 80 |
| | 272 | 4 | 0 | 00 | 55 |
| 46. Thittalam | 278 | 1A | 0 | 02 | 60 |
| | 278 | 1B | 0 | 03 | 40 |
| | 255 | 1A2 | 0 | 00 | 40 |
| | 276 | 2A | 0 | 01 | 75 |
| | 276 | 1A1 | 0 | 00 | 55 |
| | 276 | 1A2 | 0 | 08 | 40 |
| | 277 | 1 | 0 | 06 | 90 |
| | 277 | 2 | 0 | 07 | 10 |
| | 277 | 3 | 0 | 07 | 10 |
| | 277 | 4 | 0 | 07 | 00 |
| 47. Ladakaranai | 112 | 1B1 | 0 | 00 | 90 |
| | 112 | 1B2 | 0 | 16 | 05 |
| | 148 | 4A1 | 0 | 00 | 75 |
| | 148 | 4A2 | 0 | 01 | 65 |
| | 148 | 2 | 0 | 11 | 50 |
| | 148 | 6B | 0 | 01 | 30 |
| | 148 | 6A1 | 0 | 12 | 75 |
| | 149 | 1A | 0 | 00 | 40 |
| | 149 | 2A | 0 | 09 | 50 |
| | 149 | 2B | 0 | 03 | 05 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|---|-----|------|---|----|----|
| | 133 | 1A | 0 | 03 | 15 |
| | 133 | 1B | 0 | 00 | 90 |
| | 133 | 2A | 0 | 01 | 10 |
| | 133 | 2B | 0 | 10 | 90 |
| | 133 | 3A | 0 | 00 | 40 |
| | 133 | 5A | 0 | 02 | 90 |
| | 133 | 5B | 0 | 00 | 40 |
| | 133 | 4A | 0 | 03 | 60 |
| | 133 | 6A | 0 | 03 | 35 |
| | 133 | 7 | 0 | 06 | 60 |
| | 133 | 8C1A | 0 | 01 | 45 |
| | 133 | 8C1B | 0 | 02 | 90 |
| | 133 | 8C2 | 0 | 06 | 85 |
| | 133 | 8D | 0 | 06 | 15 |
| | 147 | 1 | 0 | 04 | 50 |
| | 147 | 2A | 0 | 07 | 10 |
| | 147 | 2B | 0 | 00 | 40 |
| | 146 | 2 | 0 | 01 | 45 |
| | 146 | 3A | 0 | 08 | 65 |
| | 146 | 3B | 0 | 07 | 30 |
| | 143 | 1C | 0 | 00 | 40 |
| | 143 | 2A | 0 | 01 | 95 |
| | 143 | 2C | 0 | 22 | 00 |
| | 143 | 2D | 0 | 01 | 70 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|----------------|-----|------|---|----|----|
| | 143 | 3 | 0 | 02 | 80 |
| 58. Kudapakkam | 15 | 2A1 | 0 | 00 | 40 |
| | 15 | 2B | 0 | 06 | 90 |
| | 15 | 2C3A | 0 | 09 | 55 |
| | 15 | 3B2 | 0 | 00 | 40 |
| 59. Sempundi | 1 | 2 | 0 | 19 | 20 |
| | 1 | 1 | 0 | 05 | 85 |
| | 12 | 2 | 0 | 00 | 40 |
| | 12 | 3 | 0 | 02 | 30 |
| | 15 | - | 0 | 01 | 50 |
| | 14 | 6 | 0 | 03 | 25 |
| | 14 | 7 | 0 | 06 | 65 |
| | 14 | 8 | 0 | 05 | 25 |
| | 26 | - | 0 | 03 | 75 |
| | 20 | 2B | 0 | 01 | 55 |
| | 20 | 12A2 | 0 | 04 | 80 |
| | 20 | 12A1 | 0 | 04 | 80 |
| | 20 | 13B | 0 | 03 | 40 |
| | 20 | 14A | 0 | 05 | 85 |
| | 20 | 14C | 0 | 00 | 60 |
| | 22 | 2A | 0 | 09 | 55 |
| | 22 | 2B | 0 | 01 | 85 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|---|-----|---------|---|----|----|
| | 275 | 1A | 0 | 03 | 45 |
| | 275 | 3A1A2B | 0 | 00 | 40 |
| | 275 | 3A1B2 | 0 | 01 | 45 |
| | 271 | 1B | 0 | 00 | 40 |
| | 271 | 2A | 0 | 05 | 10 |
| | 271 | 2B | 0 | 02 | 45 |
| | 270 | 1C1B1/1 | 0 | 05 | 00 |
| | 270 | 1C1B2B | 0 | 01 | 50 |
| | 289 | 1 | 0 | 05 | 10 |
| | 291 | 1 | 0 | 12 | 95 |
| | 291 | 2 | 0 | 05 | 95 |
| | 290 | - | 0 | 00 | 40 |
| | 294 | 1 | 0 | 07 | 05 |
| | 294 | 2 | 0 | 07 | 20 |
| | 293 | 7 | 0 | 02 | 15 |
| | 296 | 1A | 0 | 09 | 50 |
| | 253 | 1B3 | 0 | 11 | 10 |
| | 253 | 3 | 0 | 01 | 45 |
| | 253 | 2 | 0 | 01 | 15 |
| | 252 | 2B | 0 | 01 | 50 |
| | 251 | 2B | 0 | 11 | 65 |
| | 251 | 1 | 0 | 00 | 80 |
| | 245 | 2 | 0 | 03 | 20 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|---|-----|------|---|----|----|
| | 245 | 3 | 0 | 06 | 75 |
| | 243 | 2 | 0 | 00 | 90 |
| | 244 | 2 | 0 | 04 | 45 |
| | 244 | 1 | 0 | 00 | 40 |
| | 244 | 4 | 0 | 01 | 70 |
| | 244 | 3B | 0 | 03 | 10 |
| | 244 | 3A2A | 0 | 00 | 40 |
| | 244 | 3A2B | 0 | 01 | 30 |
| | 200 | 4 | 0 | 01 | 45 |
| | 200 | 3 | 0 | 05 | 75 |
| | 200 | 2B2 | 0 | 00 | 40 |
| | 199 | 1A | 0 | 00 | 40 |
| | 199 | 1D | 0 | 10 | 65 |
| | 199 | 1E | 0 | 02 | 00 |

[F. No. R-25011/46/2017-OR-I]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 29 सितम्बर, 2017

का.आ. 2344.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) भारत के राजपत्र, (असाधारण) के अधीन जारी की गयी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का. आ 377(अ), 03 फरवरी, 2015 तथा का. आ 3057(अ), 21 सितंबर, 2016 द्वारा तमिलनाडु राज्य में एन्नूर से मदुरै तक वाया चेंगलपट्टु, त्रिची, पांडिचेरी एलपीजी परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड के द्वारा एक पाइपलाइन बिछाने के प्रयोजन के लिए उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी।

और उक्त अधिसूचना की प्रतियाँ जनता को तारीख 12.02.2015 को उपलब्ध करा दी गई थी।

और उक्त अधिनियम की धारा 6 की उप-धारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है।

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाना चाहिए।

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना के संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमि में पाइपलाइन बिछाने के लिए उपयोग का अधिकार अर्जित किया जाता है।

यह और कि केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा(4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि उक्त भूमि के उपयोग का अधिकार इस अधिसूचना के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमों से मुक्त हो कर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

पेट्रोलियम और खनिज पाइपलाइन अधिनियम, 1962 की धारा 10 के अधीन किसी भी क्षतिपूर्ति के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड पूर्णतया उत्तरदायी होगी और पाइपलाइन से सम्बन्धित किसी भी मामले पर केन्द्रीय सरकार के विरुद्ध कोई वाद दावा या कानूनी कार्यवाही नहीं हो सकेगी।

अनुसूची

| तालुका : विरलमलै | जिला : पुडुकोट्टई | | राज्य : तमिलनाडु | | |
|------------------|----------------------------|-------------|------------------|-----|-----------|
| गाँव का नाम | सर्वेक्षण सं.- खण्ड सं. | उप खण्ड सं. | क्षेत्रफल | | |
| | | | हैकटेर | एयर | वर्ग मीटर |

| 1 | 2 | 3 | 4 | 5 | 6 |
|-------------|----|------|---|----|----|
| 36. पेरंबुर | 4 | | 0 | 11 | 70 |
| | 39 | 22 | 0 | 00 | 60 |
| | 39 | 20 | 0 | 00 | 40 |
| | 39 | 21 | 0 | 11 | 75 |
| | 39 | 15 | 0 | 04 | 90 |
| | 39 | 14बी | 0 | 01 | 40 |
| | 39 | 14ए | 0 | 03 | 05 |
| | 39 | 7 | 0 | 17 | 65 |
| | 38 | 4 | 0 | 17 | 00 |
| | 38 | 1 | 0 | 14 | 50 |
| | 7 | 2 | 0 | 23 | 80 |
| | 8 | 6 | 0 | 04 | 20 |
| | 8 | 5 | 0 | 08 | 65 |
| | 8 | 16 | 0 | 03 | 80 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|---|-----|------|---|----|----|
| | 8 | 15 | 0 | 04 | 30 |
| | 8 | 14 | 0 | 04 | 30 |
| | 8 | 4 | 0 | 03 | 50 |
| | 8 | 2 | 0 | 01 | 00 |
| | 8 | 9 | 0 | 08 | 20 |
| | 8 | 1 | 0 | 00 | 40 |
| | 9 | 6 | 0 | 04 | 30 |
| | 9 | 4 | 0 | 01 | 70 |
| | 9 | 3 | 0 | 01 | 00 |
| | 9 | 1 | 0 | 19 | 10 |
| | 20 | 2 | 0 | 00 | 40 |
| | 20 | 1 | 0 | 01 | 75 |
| | 11 | 2 | 0 | 09 | 30 |
| | 11 | 1 | 0 | 19 | 25 |
| | 12 | 7 | 0 | 01 | 00 |
| | 12 | 6 | 0 | 14 | 30 |
| | 12 | 5 | 0 | 00 | 60 |
| | 12 | 4 | 0 | 09 | 40 |
| | 12 | 3 | 0 | 00 | 40 |
| | 12 | 2 | 0 | 08 | 20 |
| | 12 | 1 | 0 | 08 | 80 |
| | 14 | 12 | 0 | 01 | 95 |
| | 14 | 11बी | 0 | 00 | 40 |
| | 14 | 5 | 0 | 02 | 00 |
| | 14 | 6 | 0 | 05 | 70 |
| | 14 | 7 | 0 | 05 | 40 |
| | 14 | 8 | 0 | 08 | 65 |
| | 472 | 2ई | 0 | 12 | 10 |
| | 472 | 2डी | 0 | 09 | 50 |
| | 472 | 2सी | 0 | 00 | 60 |
| | 470 | 1बी | 0 | 12 | 25 |
| | 16 | 6 | 0 | 15 | 30 |
| | 16 | 5एफ | 0 | 06 | 00 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|---|-----|------|---|----|----|
| | 16 | 5ई | 0 | 00 | 55 |
| | 16 | 1 | 0 | 00 | 50 |
| | 449 | 1 | 0 | 22 | 50 |
| | 437 | 13 | 0 | 01 | 00 |
| | 437 | 6बी | 0 | 21 | 00 |
| | 437 | 6ए | 0 | 01 | 70 |
| | 437 | 9 | 0 | 03 | 90 |
| | 446 | 2 | 0 | 00 | 45 |
| | 426 | | 0 | 14 | 50 |
| | 425 | 4 | 0 | 07 | 40 |
| | 425 | 3 | 0 | 03 | 10 |
| | 427 | 1बी | 0 | 00 | 40 |
| | 427 | 1ए | 0 | 03 | 25 |
| | 424 | 8 | 0 | 00 | 40 |
| | 424 | 9 | 0 | 08 | 00 |
| | 424 | 10 | 0 | 08 | 30 |
| | 424 | 11 | 0 | 10 | 80 |
| | 373 | 2 | 0 | 05 | 30 |
| | 372 | 1 | 0 | 01 | 80 |
| | 372 | 2 | 0 | 00 | 40 |
| | 372 | 3 | 0 | 02 | 80 |
| | 372 | 4 | 0 | 02 | 80 |
| | 372 | 5 | 0 | 02 | 20 |
| | 372 | 6 | 0 | 00 | 70 |
| | 375 | 7 | 0 | 03 | 20 |
| | 375 | 2ए | 0 | 03 | 90 |
| | 375 | 3बी | 0 | 01 | 90 |
| | 375 | 2बी | 0 | 07 | 40 |
| | 290 | 10 | 0 | 00 | 40 |
| | 377 | 1 | 0 | 03 | 65 |
| | 377 | 3बी1 | 0 | 01 | 10 |
| | 377 | 3बी2 | 0 | 03 | 20 |
| | 376 | 1 | 0 | 06 | 50 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|-------------|-----|------|---|----|----|
| | 376 | 5 | 0 | 00 | 80 |
| | 378 | 1 | 0 | 13 | 30 |
| | 378 | 2 | 0 | 01 | 00 |
| | 281 | 7 | 0 | 22 | 00 |
| | 289 | 2ए | 0 | 00 | 40 |
| | 289 | 2बी | 0 | 04 | 80 |
| | 289 | 1ए | 0 | 02 | 70 |
| | 282 | 1 | 0 | 00 | 40 |
| | 282 | 3 | 0 | 11 | 00 |
| | 282 | 4 | 0 | 03 | 00 |
| | 282 | 5 | 0 | 02 | 80 |
| | 286 | 3 | 0 | 02 | 90 |
| | 286 | 2 | 0 | 08 | 65 |
| | 286 | 1 | 0 | 02 | 00 |
| | 286 | 4 | 0 | 07 | 40 |
| | 284 | 1 | 0 | 04 | 05 |
| | 284 | 2 | 0 | 00 | 40 |
| | 285 | 1 | 0 | 00 | 40 |
| | 272 | 1 | 0 | 02 | 80 |
| | 272 | 3 | 0 | 17 | 70 |
| 35. सुरीयूर | 56 | 6 | 0 | 04 | 70 |
| | 56 | 5ए | 0 | 00 | 70 |
| | 56 | 5बी | 0 | 09 | 00 |
| | 56 | 5सी | 0 | 00 | 55 |
| | 56 | 2बी | 0 | 02 | 20 |
| | 57 | 4ए | 0 | 00 | 45 |
| | 55 | 3 | 0 | 09 | 10 |
| | 55 | 1बी | 0 | 04 | 40 |
| | 55 | 1ए | 0 | 07 | 60 |
| | 54 | 3बी | 0 | 01 | 00 |
| | 25 | 12 | 0 | 12 | 80 |
| | 25 | 11बी | 0 | 00 | 40 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|---|----|------|---|----|----|
| | 27 | 8ई | 0 | 01 | 10 |
| | 27 | 8डी | 0 | 06 | 30 |
| | 27 | 8बी | 0 | 10 | 10 |
| | 27 | 8ए | 0 | 00 | 70 |
| | 27 | 2ए | 0 | 09 | 00 |
| | 29 | 53ए | 0 | 04 | 35 |
| | 29 | 52 | 0 | 07 | 85 |
| | 29 | 49 | 0 | 00 | 85 |
| | 29 | 41 | 0 | 13 | 35 |
| | 29 | 42 | 0 | 00 | 40 |
| | 29 | 40ए | 0 | 03 | 80 |
| | 29 | 39बी | 0 | 08 | 30 |
| | 29 | 39ए | 0 | 00 | 75 |
| | 29 | 37 | 0 | 05 | 05 |
| | 29 | 36 | 0 | 05 | 20 |
| | 29 | 32 | 0 | 05 | 80 |
| | 29 | 34ए | 0 | 04 | 70 |
| | 29 | 31बी | 0 | 05 | 00 |
| | 23 | 1ए | 0 | 00 | 40 |
| | 23 | 1बी | 0 | 08 | 30 |
| | 22 | 9 | 0 | 01 | 00 |
| | 22 | 8 | 0 | 10 | 50 |
| | 22 | 7 | 0 | 02 | 10 |
| | 30 | 1 | 0 | 00 | 40 |
| | 31 | 22 | 0 | 06 | 30 |
| | 31 | 21 | 0 | 02 | 25 |
| | 31 | 14ई | 0 | 05 | 25 |
| | 31 | 14डी | 0 | 00 | 40 |
| | 31 | 14सी | 0 | 07 | 25 |
| | 31 | 14बी | 0 | 05 | 10 |
| | 31 | 14ए | 0 | 00 | 40 |
| | 31 | 12 | 0 | 14 | 80 |
| | 8 | 1जे | 0 | 07 | 50 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|-------------|-----|------|---|----|----|
| | 8 | 1के | 0 | 05 | 50 |
| | 6 | 4ए2 | 0 | 16 | 20 |
| | 6 | 4ए1 | 0 | 00 | 80 |
| | 5 | 1ए | 0 | 09 | 65 |
| | 4 | 3बी1 | 0 | 07 | 40 |
| | 4 | 2बी | 0 | 01 | 60 |
| | 4 | 1बी | 0 | 09 | 40 |
| 30. कट्टलूर | 185 | 39ए | 0 | 02 | 00 |
| | 185 | 38 | 0 | 04 | 70 |
| | 185 | 37 | 0 | 05 | 40 |
| | 185 | 36 | 0 | 03 | 45 |
| | 185 | 17 | 0 | 00 | 50 |
| | 185 | 18 | 0 | 07 | 10 |
| | 185 | 19ए | 0 | 01 | 15 |
| | 185 | 14 | 0 | 07 | 60 |
| | 185 | 12 | 0 | 03 | 00 |
| | 128 | 38 | 0 | 12 | 25 |
| | 129 | 6ई | 0 | 01 | 60 |
| | 129 | 6डी | 0 | 08 | 45 |
| | 129 | 6सी | 0 | 03 | 30 |
| | 129 | 6बी | 0 | 08 | 00 |
| | 129 | 6ए | 0 | 03 | 65 |
| | 141 | 3 | 0 | 04 | 75 |
| | 141 | 2 | 0 | 04 | 75 |
| | 142 | 3 | 0 | 09 | 25 |
| | 142 | 2बी | 0 | 04 | 45 |
| | 142 | 2ए | 0 | 04 | 00 |
| | 152 | 5 | 0 | 00 | 55 |
| | 144 | 4 | 0 | 06 | 05 |
| | 144 | 22 | 0 | 01 | 30 |
| | 144 | 23 | 0 | 07 | 60 |
| | 144 | 20 | 0 | 00 | 75 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|---|-----|-------|---|----|----|
| | 144 | 19ए | 0 | 01 | 25 |
| | 144 | 19बी | 0 | 03 | 70 |
| | 144 | 16ए | 0 | 04 | 00 |
| | 144 | 2बी | 0 | 03 | 70 |
| | 144 | 2ए | 0 | 01 | 75 |
| | 144 | 1 | 0 | 03 | 00 |
| | 145 | 3 | 0 | 02 | 65 |
| | 145 | 2 | 0 | 03 | 25 |
| | 136 | 36बी | 0 | 03 | 00 |
| | 136 | 36ए | 0 | 00 | 40 |
| | 136 | 34 | 0 | 00 | 40 |
| | 136 | 33 | 0 | 00 | 40 |
| | 150 | 2 | 0 | 03 | 50 |
| | 148 | 1 | 0 | 15 | 30 |
| | 81 | 2 | 0 | 09 | 55 |
| | 81 | 1 | 0 | 00 | 90 |
| | 81 | 4सी | 0 | 02 | 70 |
| | 93 | 6 | 0 | 10 | 20 |
| | 93 | 4 | 0 | 03 | 80 |
| | 93 | 1 | 0 | 10 | 10 |
| | 92 | 10ए | 0 | 05 | 00 |
| | 92 | 9ए | 0 | 03 | 10 |
| | 92 | 8 | 0 | 02 | 50 |
| | 92 | 7 | 0 | 14 | 40 |
| | 94 | 1ई | 0 | 02 | 00 |
| | 94 | 1सी | 0 | 09 | 70 |
| | 94 | 1ए | 0 | 08 | 70 |
| | 95 | 8ई | 0 | 06 | 15 |
| | 95 | 8डी | 0 | 05 | 80 |
| | 95 | 8बी | 0 | 00 | 60 |
| | 96 | 10 | 0 | 12 | 80 |
| | 96 | 11सी1 | 0 | 08 | 90 |
| | 96 | 11सी2 | 0 | 00 | 50 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|---|----|------|---|----|----|
| | 96 | 11बी | 0 | 02 | 00 |
| | 96 | 24 | 0 | 08 | 00 |
| | 96 | 25 | 0 | 04 | 95 |
| | 96 | 26 | 0 | 04 | 30 |
| | 96 | 28 | 0 | 04 | 15 |
| | 96 | 29 | 0 | 04 | 90 |
| | 48 | | 0 | 00 | 65 |
| | 47 | 25 | 0 | 02 | 10 |
| | 47 | 20 | 0 | 09 | 15 |
| | 47 | 19 | 0 | 02 | 70 |
| | 47 | 8 | 0 | 09 | 50 |
| | 47 | 7बी | 0 | 03 | 10 |
| | 47 | 7ए | 0 | 01 | 10 |
| | 47 | 6 | 0 | 04 | 25 |
| | 47 | 5 | 0 | 03 | 20 |
| | 47 | 4 | 0 | 03 | 00 |
| | 47 | 3 | 0 | 00 | 40 |
| | 46 | 5ए | 0 | 01 | 85 |
| | 46 | 4बी | 0 | 02 | 90 |
| | 46 | 4ए | 0 | 04 | 00 |
| | 46 | 3 | 0 | 07 | 20 |
| | 46 | 1डी | 0 | 02 | 15 |
| | 46 | 1सी | 0 | 01 | 35 |
| | 45 | 5 | 0 | 02 | 90 |
| | 36 | 1डी | 0 | 01 | 70 |
| | 36 | 1सी | 0 | 05 | 50 |
| | 36 | 1ए | 0 | 10 | 00 |
| | 38 | 7 | 0 | 04 | 90 |
| | 38 | 6 | 0 | 04 | 90 |
| | 38 | 5बी | 0 | 02 | 90 |
| | 38 | 5ए | 0 | 02 | 55 |
| | 38 | 4बी | 0 | 06 | 15 |
| | 38 | 3बी | 0 | 04 | 15 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|-----------------|-----|------|---|----|----|
| | 38 | 2बी | 0 | 04 | 50 |
| | 38 | 1 | 0 | 04 | 35 |
| | 39 | 4बी | 0 | 13 | 50 |
| | 39 | 1सी | 0 | 05 | 80 |
| | 39 | 1बी | 0 | 06 | 70 |
| | 40 | 3 | 0 | 02 | 90 |
| | 40 | 2सी | 0 | 17 | 55 |
| | 40 | 2बी | 0 | 07 | 20 |
| 31. मेलपच्छकुडी | 284 | 1ए | 0 | 07 | 00 |
| | 284 | 1बी2 | 0 | 04 | 05 |
| | 284 | 2सी | 0 | 16 | 40 |
| | 284 | 2बी | 0 | 14 | 05 |
| | 284 | 3 | 0 | 04 | 70 |
| | 283 | 5ए | 0 | 04 | 00 |
| | 283 | 6सी | 0 | 05 | 65 |
| | 283 | 6बी | 0 | 00 | 40 |
| | 283 | 6डी | 0 | 05 | 40 |
| | 283 | 7ए | 0 | 04 | 50 |
| | 283 | 7बी | 0 | 03 | 00 |
| | 283 | 6ई | 0 | 02 | 20 |
| | 283 | 6एफ | 0 | 06 | 40 |
| | 283 | 6जी | 0 | 09 | 40 |
| | 283 | 8 | 0 | 00 | 75 |
| | 283 | 10 | 0 | 02 | 40 |
| | 303 | 1 | 0 | 14 | 80 |
| | 303 | 2ए | 0 | 10 | 20 |
| | 303 | 2बी | 0 | 04 | 45 |
| | 304 | 1जे | 0 | 04 | 70 |
| | 304 | 1एल | 0 | 01 | 00 |
| | 304 | 1के | 0 | 05 | 00 |
| | 173 | 1 | 0 | 01 | 50 |
| | 173 | 4 | 0 | 05 | 70 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|---|-----|-----|---|----|----|
| | 173 | 5 | 0 | 01 | 10 |
| | 173 | 9 | 0 | 06 | 50 |
| | 174 | 8ए | 0 | 11 | 00 |
| | 174 | 8बी | 0 | 02 | 00 |
| | 171 | 4 | 0 | 13 | 30 |
| | 171 | 5 | 0 | 07 | 40 |
| | 170 | 3ए | 0 | 01 | 35 |
| | 170 | 4 | 0 | 04 | 45 |
| | 167 | 1 | 0 | 05 | 60 |
| | 167 | 2 | 0 | 08 | 30 |
| | 167 | 3 | 0 | 03 | 00 |
| | 167 | 5 | 0 | 12 | 80 |
| | 164 | 1 | 0 | 07 | 70 |
| | 164 | 2 | 0 | 00 | 40 |
| | 164 | 4 | 0 | 08 | 20 |
| | 164 | 5ए | 0 | 05 | 40 |
| | 159 | 1 | 0 | 01 | 80 |
| | 159 | 2 | 0 | 00 | 95 |
| | 159 | 3 | 0 | 00 | 40 |
| | 159 | 4 | 0 | 04 | 30 |
| | 159 | 5 | 0 | 01 | 70 |
| | 159 | 6 | 0 | 00 | 85 |
| | 159 | 8ए | 0 | 00 | 40 |
| | 159 | 12 | 0 | 00 | 50 |
| | 159 | 13 | 0 | 05 | 25 |
| | 159 | 14 | 0 | 00 | 40 |
| | 158 | | 0 | 06 | 50 |
| | 157 | 2 | 0 | 00 | 60 |
| | 156 | 1 | 0 | 05 | 00 |
| | 148 | 2 | 0 | 05 | 40 |
| | 148 | 5बी | 0 | 01 | 20 |
| | 148 | 6 | 0 | 05 | 50 |
| | 148 | 7 | 0 | 00 | 40 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|------------------|-----|------|---|----|----|
| | 147 | 3 | 0 | 03 | 80 |
| | 147 | 8ए | 0 | 05 | 20 |
| | 143 | 1 | 0 | 08 | 40 |
| | 143 | 2 | 0 | 02 | 50 |
| | 143 | 3ए | 0 | 01 | 30 |
| 16. विट्टामपट्टी | 34 | 4ए | 0 | 08 | 30 |
| | 34 | 3 | 0 | 03 | 40 |
| | 1 | | 0 | 36 | 70 |
| | 4 | 4बी | 0 | 01 | 20 |
| | 4 | 6बी | 0 | 13 | 00 |
| | 4 | 6ए | 0 | 00 | 80 |
| | 4 | 5 | 0 | 05 | 00 |
| | 4 | 2 | 0 | 14 | 20 |
| | 7 | 2के | 0 | 05 | 80 |
| | 7 | 2जे | 0 | 02 | 00 |
| | 7 | 2एच | 0 | 06 | 00 |
| | 7 | 2एफ | 0 | 08 | 00 |
| | 7 | 2डी | 0 | 10 | 30 |
| | 7 | 2सी | 0 | 08 | 10 |
| | 10 | 8ए1 | 0 | 20 | 10 |
| | 10 | 7 | 0 | 00 | 60 |
| | 12 | 1 | 0 | 07 | 40 |
| | 26 | 1 | 0 | 22 | 80 |
| | 13 | 2सी | 0 | 01 | 35 |
| | 16 | 1 | 0 | 01 | 00 |
| | 15 | 2 | 0 | 34 | 00 |
| | 15 | 1 | 0 | 10 | 60 |
| | 80 | 2बी2 | 0 | 01 | 00 |
| | 80 | 2बी1 | 0 | 09 | 55 |
| | 80 | 2ए | 0 | 03 | 90 |
| | 80 | 1बी | 0 | 00 | 60 |

पवन कुमार, अवर सचिव

New Delhi, the 29th September, 2017

S.O. 2344.—Whereas, by the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O.No.377(E) dated: 03.02.2015 and S.O.No.3057(E) dated: 21.09.2016 issued under sub section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (herein after referred to as the said Act) the Central Government declared its intention to acquire the Right of User in the Lands specified in the Schedule appended to that notification for the purpose of laying pipeline for the transportation of Liquefied Petroleum Gas from Ennore to Madurai (Via) Chengalpattu, Pondicherry (UT) Trichy in the State of Tamil Nadu, a pipeline should be laid by the Indian Oil Corporation Limited, for implementing the Ennore – Trichy – Madurai Pipeline Project.

And whereas, copies of the said notifications were made available to the public from 12.02.2015.

And whereas, the Competent Authority in pursuance of sub-section (1) of section 6 of the said Act has submitted his report to the Central Government;

And whereas, the Central Government, after considering the said report is satisfied that the Right of User in the Land specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the Right of User in the said Land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the Right of User in the said Land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances.

Indian Oil Corporation Limited shall be exclusively liable for any compensation in terms of section 10 of the P & M P Act, 1962 and no suit, claim or legal proceeding would lie against the Central Government on any matter relating to pipeline.

SCHEDULE

| Taluk : Viralimalai | District : Pudukottai | | State : Tamil Nadu | | |
|---------------------|-----------------------|------------------|--------------------|-----|--------------|
| Name of the Village | Survey No. | Sub Division No. | Area | | |
| | | | Hectare | Are | Square Meter |

| 1 | 2 | 3 | 4 | 5 | 6 |
|--------------|----|-----|---|----|----|
| 36. Perambur | 4 | | 0 | 11 | 70 |
| | 39 | 22 | 0 | 00 | 60 |
| | 39 | 20 | 0 | 00 | 40 |
| | 39 | 21 | 0 | 11 | 75 |
| | 39 | 15 | 0 | 04 | 90 |
| | 39 | 14B | 0 | 01 | 40 |
| | 39 | 14A | 0 | 03 | 05 |
| | 39 | 7 | 0 | 17 | 65 |
| | 38 | 4 | 0 | 17 | 00 |
| | 38 | 1 | 0 | 14 | 50 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|---|----|-----|---|----|----|
| | 7 | 2 | 0 | 23 | 80 |
| | 8 | 6 | 0 | 04 | 20 |
| | 8 | 5 | 0 | 08 | 65 |
| | 8 | 16 | 0 | 03 | 80 |
| | 8 | 15 | 0 | 04 | 30 |
| | 8 | 14 | 0 | 04 | 30 |
| | 8 | 4 | 0 | 03 | 50 |
| | 8 | 2 | 0 | 01 | 00 |
| | 8 | 9 | 0 | 08 | 20 |
| | 8 | 1 | 0 | 00 | 40 |
| | 9 | 6 | 0 | 04 | 30 |
| | 9 | 4 | 0 | 01 | 70 |
| | 9 | 3 | 0 | 01 | 00 |
| | 9 | 1 | 0 | 19 | 10 |
| | 20 | 2 | 0 | 00 | 40 |
| | 20 | 1 | 0 | 01 | 75 |
| | 11 | 2 | 0 | 09 | 30 |
| | 11 | 1 | 0 | 19 | 25 |
| | 12 | 7 | 0 | 01 | 00 |
| | 12 | 6 | 0 | 14 | 30 |
| | 12 | 5 | 0 | 00 | 60 |
| | 12 | 4 | 0 | 09 | 40 |
| | 12 | 3 | 0 | 00 | 40 |
| | 12 | 2 | 0 | 08 | 20 |
| | 12 | 1 | 0 | 08 | 80 |
| | 14 | 12 | 0 | 01 | 95 |
| | 14 | 11B | 0 | 00 | 40 |
| | 14 | 5 | 0 | 02 | 00 |
| | 14 | 6 | 0 | 05 | 70 |
| | 14 | 7 | 0 | 05 | 40 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|---|-----|----|---|----|----|
| | 14 | 8 | 0 | 08 | 65 |
| | 472 | 2E | 0 | 12 | 10 |
| | 472 | 2D | 0 | 09 | 50 |
| | 472 | 2C | 0 | 00 | 60 |
| | 470 | 1B | 0 | 12 | 25 |
| | 16 | 6 | 0 | 15 | 30 |
| | 16 | 5F | 0 | 06 | 00 |
| | 16 | 5E | 0 | 00 | 55 |
| | 16 | 1 | 0 | 00 | 50 |
| | 449 | 1 | 0 | 22 | 50 |
| | 437 | 13 | 0 | 01 | 00 |
| | 437 | 6B | 0 | 21 | 00 |
| | 437 | 6A | 0 | 01 | 70 |
| | 437 | 9 | 0 | 03 | 90 |
| | 446 | 2 | 0 | 00 | 45 |
| | 426 | | 0 | 14 | 50 |
| | 425 | 4 | 0 | 07 | 40 |
| | 425 | 3 | 0 | 03 | 10 |
| | 427 | 1B | 0 | 00 | 40 |
| | 427 | 1A | 0 | 03 | 25 |
| | 424 | 8 | 0 | 00 | 40 |
| | 424 | 9 | 0 | 08 | 00 |
| | 424 | 10 | 0 | 08 | 30 |
| | 424 | 11 | 0 | 10 | 80 |
| | 373 | 2 | 0 | 05 | 30 |
| | 372 | 1 | 0 | 01 | 80 |
| | 372 | 2 | 0 | 00 | 40 |
| | 372 | 3 | 0 | 02 | 80 |
| | 372 | 4 | 0 | 02 | 80 |
| | 372 | 5 | 0 | 02 | 20 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|---|-----|-----|---|----|----|
| | 372 | 6 | 0 | 00 | 70 |
| | 375 | 7 | 0 | 03 | 20 |
| | 375 | 2A | 0 | 03 | 90 |
| | 375 | 3B | 0 | 01 | 90 |
| | 375 | 2B | 0 | 07 | 40 |
| | 290 | 10 | 0 | 00 | 40 |
| | 377 | 1 | 0 | 03 | 65 |
| | 377 | 3B1 | 0 | 01 | 10 |
| | 377 | 3B2 | 0 | 03 | 20 |
| | 376 | 1 | 0 | 06 | 50 |
| | 376 | 5 | 0 | 00 | 80 |
| | 378 | 1 | 0 | 13 | 30 |
| | 378 | 2 | 0 | 01 | 00 |
| | 281 | 7 | 0 | 22 | 00 |
| | 289 | 2A | 0 | 00 | 40 |
| | 289 | 2B | 0 | 04 | 80 |
| | 289 | 1A | 0 | 02 | 70 |
| | 282 | 1 | 0 | 00 | 40 |
| | 282 | 3 | 0 | 11 | 00 |
| | 282 | 4 | 0 | 03 | 00 |
| | 282 | 5 | 0 | 02 | 80 |
| | 286 | 3 | 0 | 02 | 90 |
| | 286 | 2 | 0 | 08 | 65 |
| | 286 | 1 | 0 | 02 | 00 |
| | 286 | 4 | 0 | 07 | 40 |
| | 284 | 1 | 0 | 04 | 05 |
| | 284 | 2 | 0 | 00 | 40 |
| | 285 | 1 | 0 | 00 | 40 |
| | 272 | 1 | 0 | 02 | 80 |
| | 272 | 3 | 0 | 17 | 70 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|------------|----|-----|---|----|----|
| 35.Suriyur | 56 | 6 | 0 | 04 | 70 |
| | 56 | 5A | 0 | 00 | 70 |
| | 56 | 5B | 0 | 09 | 00 |
| | 56 | 5C | 0 | 00 | 55 |
| | 56 | 2B | 0 | 02 | 20 |
| | 57 | 4A | 0 | 00 | 45 |
| | 55 | 3 | 0 | 09 | 10 |
| | 55 | 1B | 0 | 04 | 40 |
| | 55 | 1A | 0 | 07 | 60 |
| | 54 | 3B | 0 | 01 | 00 |
| | 25 | 12 | 0 | 12 | 80 |
| | 25 | 11B | 0 | 00 | 40 |
| | 27 | 8E | 0 | 01 | 10 |
| | 27 | 8D | 0 | 06 | 30 |
| | 27 | 8B | 0 | 10 | 10 |
| | 27 | 8A | 0 | 00 | 70 |
| | 27 | 2A | 0 | 09 | 00 |
| | 29 | 53A | 0 | 04 | 35 |
| | 29 | 52 | 0 | 07 | 85 |
| | 29 | 49 | 0 | 00 | 85 |
| | 29 | 41 | 0 | 13 | 35 |
| | 29 | 42 | 0 | 00 | 40 |
| | 29 | 40A | 0 | 03 | 80 |
| | 29 | 39B | 0 | 08 | 30 |
| | 29 | 39A | 0 | 00 | 75 |
| | 29 | 37 | 0 | 05 | 05 |
| | 29 | 36 | 0 | 05 | 20 |
| | 29 | 32 | 0 | 05 | 80 |
| | 29 | 34A | 0 | 04 | 70 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|--------------|-----|-----|---|----|----|
| | 29 | 31B | 0 | 05 | 00 |
| | 23 | 1A | 0 | 00 | 40 |
| | 23 | 1B | 0 | 08 | 30 |
| | 22 | 9 | 0 | 01 | 00 |
| | 22 | 8 | 0 | 10 | 50 |
| | 22 | 7 | 0 | 02 | 10 |
| | 30 | 1 | 0 | 00 | 40 |
| | 31 | 22 | 0 | 06 | 30 |
| | 31 | 21 | 0 | 02 | 25 |
| | 31 | 14E | 0 | 05 | 25 |
| | 31 | 14D | 0 | 00 | 40 |
| | 31 | 14C | 0 | 07 | 25 |
| | 31 | 14B | 0 | 05 | 10 |
| | 31 | 14A | 0 | 00 | 40 |
| | 31 | 12 | 0 | 14 | 80 |
| | 8 | 1J | 0 | 07 | 50 |
| | 8 | 1K | 0 | 05 | 50 |
| | 6 | 4A2 | 0 | 16 | 20 |
| | 6 | 4A1 | 0 | 00 | 80 |
| | 5 | 1A | 0 | 09 | 65 |
| | 4 | 3B1 | 0 | 07 | 40 |
| | 4 | 2B | 0 | 01 | 60 |
| | 4 | 1B | 0 | 09 | 40 |
| 30. Kattalur | 185 | 39A | 0 | 02 | 00 |
| | 185 | 38 | 0 | 04 | 70 |
| | 185 | 37 | 0 | 05 | 40 |
| | 185 | 36 | 0 | 03 | 45 |
| | 185 | 17 | 0 | 00 | 50 |
| | 185 | 18 | 0 | 07 | 10 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|---|-----|-----|---|----|----|
| | 185 | 19A | 0 | 01 | 15 |
| | 185 | 14 | 0 | 07 | 60 |
| | 185 | 12 | 0 | 03 | 00 |
| | 128 | 38 | 0 | 12 | 25 |
| | 129 | 6E | 0 | 01 | 60 |
| | 129 | 6D | 0 | 08 | 45 |
| | 129 | 6C | 0 | 03 | 30 |
| | 129 | 6B | 0 | 08 | 00 |
| | 129 | 6A | 0 | 03 | 65 |
| | 141 | 3 | 0 | 04 | 75 |
| | 141 | 2 | 0 | 04 | 75 |
| | 142 | 3 | 0 | 09 | 25 |
| | 142 | 2B | 0 | 04 | 45 |
| | 142 | 2A | 0 | 04 | 00 |
| | 152 | 5 | 0 | 00 | 55 |
| | 144 | 4 | 0 | 06 | 05 |
| | 144 | 22 | 0 | 01 | 30 |
| | 144 | 23 | 0 | 07 | 60 |
| | 144 | 20 | 0 | 00 | 75 |
| | 144 | 19A | 0 | 01 | 25 |
| | 144 | 19B | 0 | 03 | 70 |
| | 144 | 16A | 0 | 04 | 00 |
| | 144 | 2B | 0 | 03 | 70 |
| | 144 | 2A | 0 | 01 | 75 |
| | 144 | 1 | 0 | 03 | 00 |
| | 145 | 3 | 0 | 02 | 65 |
| | 145 | 2 | 0 | 03 | 25 |
| | 136 | 36B | 0 | 03 | 00 |
| | 136 | 36A | 0 | 00 | 40 |
| | 136 | 34 | 0 | 00 | 40 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|---|-----|------|---|----|----|
| | 136 | 33 | 0 | 00 | 40 |
| | 150 | 2 | 0 | 03 | 50 |
| | 148 | 1 | 0 | 15 | 30 |
| | 81 | 2 | 0 | 09 | 55 |
| | 81 | 1 | 0 | 00 | 90 |
| | 81 | 4C | 0 | 02 | 70 |
| | 93 | 6 | 0 | 10 | 20 |
| | 93 | 4 | 0 | 03 | 80 |
| | 93 | 1 | 0 | 10 | 10 |
| | 92 | 10A | 0 | 05 | 00 |
| | 92 | 9A | 0 | 03 | 10 |
| | 92 | 8 | 0 | 02 | 50 |
| | 92 | 7 | 0 | 14 | 40 |
| | 94 | 1E | 0 | 02 | 00 |
| | 94 | 1C | 0 | 09 | 70 |
| | 94 | 1A | 0 | 08 | 70 |
| | 95 | 8E | 0 | 06 | 15 |
| | 95 | 8D | 0 | 05 | 80 |
| | 95 | 8B | 0 | 00 | 60 |
| | 96 | 10 | 0 | 12 | 80 |
| | 96 | 11C1 | 0 | 08 | 90 |
| | 96 | 11C2 | 0 | 00 | 50 |
| | 96 | 11B | 0 | 02 | 00 |
| | 96 | 24 | 0 | 08 | 00 |
| | 96 | 25 | 0 | 04 | 95 |
| | 96 | 26 | 0 | 04 | 30 |
| | 96 | 28 | 0 | 04 | 15 |
| | 96 | 29 | 0 | 04 | 90 |
| | 48 | | 0 | 00 | 65 |
| | 47 | 25 | 0 | 02 | 10 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|---|----|----|---|----|----|
| | 47 | 20 | 0 | 09 | 15 |
| | 47 | 19 | 0 | 02 | 70 |
| | 47 | 8 | 0 | 09 | 50 |
| | 47 | 7B | 0 | 03 | 10 |
| | 47 | 7A | 0 | 01 | 10 |
| | 47 | 6 | 0 | 04 | 25 |
| | 47 | 5 | 0 | 03 | 20 |
| | 47 | 4 | 0 | 03 | 00 |
| | 47 | 3 | 0 | 00 | 40 |
| | 46 | 5A | 0 | 01 | 85 |
| | 46 | 4B | 0 | 02 | 90 |
| | 46 | 4A | 0 | 04 | 00 |
| | 46 | 3 | 0 | 07 | 20 |
| | 46 | 1D | 0 | 02 | 15 |
| | 46 | 1C | 0 | 01 | 35 |
| | 45 | 5 | 0 | 02 | 90 |
| | 36 | 1D | 0 | 01 | 70 |
| | 36 | 1C | 0 | 05 | 50 |
| | 36 | 1A | 0 | 10 | 00 |
| | 38 | 7 | 0 | 04 | 90 |
| | 38 | 6 | 0 | 04 | 90 |
| | 38 | 5B | 0 | 02 | 90 |
| | 38 | 5A | 0 | 02 | 55 |
| | 38 | 4B | 0 | 06 | 15 |
| | 38 | 3B | 0 | 04 | 15 |
| | 38 | 2B | 0 | 04 | 50 |
| | 38 | 1 | 0 | 04 | 35 |
| | 39 | 4B | 0 | 13 | 50 |
| | 39 | 1C | 0 | 05 | 80 |
| | 39 | 1B | 0 | 06 | 70 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|---------------------|-----|-----|---|----|----|
| | 40 | 3 | 0 | 02 | 90 |
| | 40 | 2C | 0 | 17 | 55 |
| | 40 | 2B | 0 | 07 | 20 |
| 31. Melapachchakudi | 284 | 1A | 0 | 07 | 00 |
| | 284 | 1B2 | 0 | 04 | 05 |
| | 284 | 2C | 0 | 16 | 40 |
| | 284 | 2B | 0 | 14 | 05 |
| | 284 | 3 | 0 | 04 | 70 |
| | 283 | 5A | 0 | 04 | 00 |
| | 283 | 6C | 0 | 05 | 65 |
| | 283 | 6B | 0 | 00 | 40 |
| | 283 | 6D | 0 | 05 | 40 |
| | 283 | 7A | 0 | 04 | 50 |
| | 283 | 7B | 0 | 03 | 00 |
| | 283 | 6E | 0 | 02 | 20 |
| | 283 | 6F | 0 | 06 | 40 |
| | 283 | 6G | 0 | 09 | 40 |
| | 283 | 8 | 0 | 00 | 75 |
| | 283 | 10 | 0 | 02 | 40 |
| | 303 | 1 | 0 | 14 | 80 |
| | 303 | 2A | 0 | 10 | 20 |
| | 303 | 2B | 0 | 04 | 45 |
| | 304 | 1J | 0 | 04 | 70 |
| | 304 | 1L | 0 | 01 | 00 |
| | 304 | 1K | 0 | 05 | 00 |
| | 173 | 1 | 0 | 01 | 50 |
| | 173 | 4 | 0 | 05 | 70 |
| | 173 | 5 | 0 | 01 | 10 |
| | 173 | 9 | 0 | 06 | 50 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|---|-----|----|---|----|----|
| | 174 | 8A | 0 | 11 | 00 |
| | 174 | 8B | 0 | 02 | 00 |
| | 171 | 4 | 0 | 13 | 30 |
| | 171 | 5 | 0 | 07 | 40 |
| | 170 | 3A | 0 | 01 | 35 |
| | 170 | 4 | 0 | 04 | 45 |
| | 167 | 1 | 0 | 05 | 60 |
| | 167 | 2 | 0 | 08 | 30 |
| | 167 | 3 | 0 | 03 | 00 |
| | 167 | 5 | 0 | 12 | 80 |
| | 164 | 1 | 0 | 07 | 70 |
| | 164 | 2 | 0 | 00 | 40 |
| | 164 | 4 | 0 | 08 | 20 |
| | 164 | 5A | 0 | 05 | 40 |
| | 159 | 1 | 0 | 01 | 80 |
| | 159 | 2 | 0 | 00 | 95 |
| | 159 | 3 | 0 | 00 | 40 |
| | 159 | 4 | 0 | 04 | 30 |
| | 159 | 5 | 0 | 01 | 70 |
| | 159 | 6 | 0 | 00 | 85 |
| | 159 | 8A | 0 | 00 | 40 |
| | 159 | 12 | 0 | 00 | 50 |
| | 159 | 13 | 0 | 05 | 25 |
| | 159 | 14 | 0 | 00 | 40 |
| | 158 | | 0 | 06 | 50 |
| | 157 | 2 | 0 | 00 | 60 |
| | 156 | 1 | 0 | 05 | 00 |
| | 148 | 2 | 0 | 05 | 40 |
| | 148 | 5B | 0 | 01 | 20 |
| | 148 | 6 | 0 | 05 | 50 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|-----------------|-----|-----|---|----|----|
| | 148 | 7 | 0 | 00 | 40 |
| | 147 | 3 | 0 | 03 | 80 |
| | 147 | 8A | 0 | 05 | 20 |
| | 143 | 1 | 0 | 08 | 40 |
| | 143 | 2 | 0 | 02 | 50 |
| | 143 | 3A | 0 | 01 | 30 |
| 16.Vittamapatti | 34 | 4A | 0 | 08 | 30 |
| | 34 | 3 | 0 | 03 | 40 |
| | 1 | | 0 | 36 | 70 |
| | 4 | 4B | 0 | 01 | 20 |
| | 4 | 6B | 0 | 13 | 00 |
| | 4 | 6A | 0 | 00 | 80 |
| | 4 | 5 | 0 | 05 | 00 |
| | 4 | 2 | 0 | 14 | 20 |
| | 7 | 2K | 0 | 05 | 80 |
| | 7 | 2J | 0 | 02 | 00 |
| | 7 | 2H | 0 | 06 | 00 |
| | 7 | 2F | 0 | 08 | 00 |
| | 7 | 2D | 0 | 10 | 30 |
| | 7 | 2C | 0 | 08 | 10 |
| | 10 | 8A1 | 0 | 20 | 10 |
| | 10 | 7 | 0 | 00 | 60 |
| | 12 | 1 | 0 | 07 | 40 |
| | 26 | 1 | 0 | 22 | 80 |
| | 13 | 2C | 0 | 01 | 35 |
| | 16 | 1 | 0 | 01 | 00 |
| | 15 | 2 | 0 | 34 | 00 |
| | 15 | 1 | 0 | 10 | 60 |
| | 80 | 2B2 | 0 | 01 | 00 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|---|----|-----|---|----|----|
| | 80 | 2B1 | 0 | 09 | 55 |
| | 80 | 2A | 0 | 03 | 90 |
| | 80 | 1B | 0 | 00 | 60 |

[F. No. R-25011/10/2014-OR-I/33247]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 29 सितम्बर, 2017

का.आ. 2345.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) भारत के राजपत्र, (असाधारण) के अधीन जारी की गयी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का. आ. 3190(अ), 06 अक्टूबर 2016, द्वारा तमिलनाडु राज्य में एन्नूर से मदुरै तक वाया चेंगलपट्टु-पांडिचेरी त्रिची एलपीजी परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड के द्वारा एक पाइपलाइन बिछाने के प्रयोजन के लिए उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी।

और उक्त अधिसूचना की प्रतियाँ जनता को तारीख 25.10.2016 को उपलब्ध करा दी गई थी।

और उक्त अधिनियम की धारा 6 की उप-धारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है।

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाना चाहिए।

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा(1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना के संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमि में पाइपलाइन बिछाने के लिए उपयोग का अधिकार अर्जित किया जाता है।

यह और कि केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा(4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि उक्त भूमि के उपयोग का अधिकार इस अधिसूचना के प्रकाश की तारीख से केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमों से मुक्त हो कर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

पेट्रोलियम और खनिज पाइपलाइन अधिनियम, 1962 की धारा 10 के अधीन किसी भी क्षतिपूर्ति के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड पूर्णतया उत्तरदायी होगी और पाइपलाइन से सम्बन्धित किसी भी मामले पर केन्द्रीय सरकार के विरुद्ध कोई वाद दावा या कानूनी कार्यवाही नहीं हो सकेगी।

अनुसूची

| तालुका : श्रीरंगम | जिला : त्रिच्चि | | राज्य : तमिलनाडु | | |
|-------------------|-----------------|-------------|------------------|-----|-----------|
| गाँव का नाम | सर्वेक्षण सं. | उप खण्ड सं. | क्षेत्रफल | | |
| | | | हेक्टेयर | एयर | वर्ग मीटर |
| 1 | 2 | 3 | 4 | 5 | 6 |

| | | | | | |
|------------|-----|-----|---|----|----|
| 51. कुलचूर | 763 | 1ए | 0 | 00 | 50 |
| | 762 | 3बी | 0 | 04 | 20 |
| | 340 | 2 | 0 | 25 | 10 |

| | | | | |
|-----|-----|---|----|----|
| 763 | 1डी | 0 | 02 | 00 |
| 767 | 1 | 0 | 16 | 60 |
| 767 | 6 | 0 | 11 | 15 |
| 343 | 6 | 0 | 00 | 40 |
| 768 | 1 | 0 | 09 | 70 |
| 335 | 2 | 0 | 02 | 50 |
| 335 | 1बी | 0 | 07 | 05 |
| 335 | 1ए | 0 | 09 | 90 |
| 336 | 2 | 0 | 15 | 50 |
| 336 | 1 | 0 | 16 | 90 |
| 338 | 3 | 0 | 06 | 50 |
| 339 | 8 | 0 | 00 | 40 |

[फा. सं. आर-25011/10/2014-ओआर-I (पार्ट-I)]

पवन कुमार, अवर सचिव

New Delhi, the 29th September, 2017

S.O. 2345.—Whereas, by the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O.No.3190(E) dated: 06.10.2016 issued under sub section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (herein after referred to as the said Act) the Central Government declared its intention to acquire the Right of User in the Lands specified in the Schedule appended to that notification for the purpose of laying pipeline for the transportation of Liquefied Petroleum Gas from Ennore to Madurai (Via) Chengalpattu, Pondicherry (UT) Trichy in the State of Tamil Nadu, a pipeline should be laid by the Indian Oil Corporation Limited, for implementing the Ennore – Trichy – Madurai Pipeline Project.

And whereas, copies of the said notifications were made available to the public from 25.10.2016.

And whereas, the Competent Authority in pursuance of sub-section (1) of section 6 of the said Act has submitted his report to the Central Government;

And whereas, the Central Government, after considering the said report is satisfied that the Right of User in the Land specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the Right of User in the said Land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the Right of User in the said Land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances.

Indian Oil Corporation Limited shall be exclusively liable for any compensation in terms of section 10 of the P & M P Act, 1962 and no suit, claim or legal proceeding would lie against the Central Government on any matter relating to pipeline.

SCHEDULE

| Taluk : Srirangam | District : Trichy | | State : Tamil Nadu |
|-------------------|-------------------|------------------|--------------------|
| | Survey No. | Sub Division No. | Area |

| Name of the Village | | | Hectare | Are | Square Meter |
|---------------------|-----|----|---------|-----|--------------|
| 1 | 2 | 3 | 4 | 5 | 6 |
| 51.Kulathur | 763 | 1A | 0 | 00 | 50 |
| | 762 | 3B | 0 | 04 | 20 |
| | 340 | 2 | 0 | 25 | 10 |
| | 763 | 1D | 0 | 02 | 00 |
| | 767 | 1 | 0 | 16 | 60 |
| | 767 | 6 | 0 | 11 | 15 |
| | 343 | 6 | 0 | 00 | 40 |
| | 768 | 1 | 0 | 09 | 70 |
| | 335 | 2 | 0 | 02 | 50 |
| | 335 | 1B | 0 | 07 | 05 |
| | 335 | 1A | 0 | 09 | 90 |
| | 336 | 2 | 0 | 15 | 50 |
| | 336 | 1 | 0 | 16 | 90 |
| | 338 | 3 | 0 | 06 | 50 |
| | 339 | 8 | 0 | 00 | 40 |

[F. No. R-25011/10/2014-ORI(Pt.I)]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 29 सितम्बर, 2017

का. आ. 2346.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) भारत के राजपत्र, (असाधारण) के अधीन जारी की गयी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का. आ 3056(अ), तारीख 21 सितम्बर 2016, द्वारा तमिलनाडु राज्य में एन्नूर से मदुरै तक वाया चेंगलपट्टुत्रिची एलपीजी परिवहन के लिए इंडियन-पांडिचेरी-ऑयल कॉर्पोरेशन लिमिटेड के द्वारा एक पाइपलाइन बिछाने के प्रयोजन के लिए उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी।

और उक्त अधिसूचना की प्रतियाँ जनता को तारीख 24.09.2016 को उपलब्ध करा दी गई थी।

और उक्त अधिनियम की धारा 6 की उप - धारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है।

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाना चाहिए।

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना के संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमि में पाइपलाइन बिछाने के लिए उपयोग का अधिकार अर्जित किया जाता है।

यह और कि केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि उक्त भूमि के उपयोग का अधिकार इस अधिसूचना के प्रकाश की तारीख से केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमों से मुक्त हो कर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

पैट्रोलियम और खनिज पाइपलाइन अधिनियम, 1962 की धारा 10 के अधीन किसी भी क्षतिपूर्ति के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड पूर्णतया उत्तरदायी होगी और पाइपलाइन से सम्बन्धित किसी भी मामले पर केन्द्रीय सरकार के विरुद्ध कोई वाद दावा या कानूनी कार्यवाही नहीं हो सकेगी।

अनुसूची

| तालुका : मदुरै नॉर्थ | जिला : मदुरै | | राज्य : तमिलनाडु | | |
|----------------------|---------------|-------------|------------------|-----|-----------|
| गाँव का नाम | सर्वेक्षण सं. | उप खण्ड सं. | क्षेत्रफल | | |
| | | | हेक्टेयर | एयर | वर्ग मीटर |
| 1 | 2 | 3 | 4 | 5 | 6 |

| | | | | | |
|-----------------------|----|-------|---|----|----|
| 33. कुलमंगलम - बिट II | 35 | 1ए2डी | 0 | 03 | 65 |
| | 98 | 5ए | 0 | 03 | 70 |
| | 98 | 5बी | 0 | 09 | 00 |
| | 98 | 6ए | 0 | 09 | 00 |
| | 98 | 6बी | 0 | 00 | 55 |
| | 99 | 1ए | 0 | 00 | 40 |

| तालुका : वडिपट्टी | जिला : मदुरै | | राज्य : तमिलनाडु | | |
|-------------------|---------------|-------------|------------------|-----|-----------|
| गाँव का नाम | सर्वेक्षण सं. | उप खण्ड सं. | क्षेत्रफल | | |
| | | | हेक्टेयर | एयर | वर्ग मीटर |
| 1 | 2 | 3 | 4 | 5 | 6 |

| | | | | | |
|---------------------|-----|-----|---|----|----|
| 10. पोदीनायक्कपट्टी | 185 | 2सी | 0 | 01 | 10 |
|---------------------|-----|-----|---|----|----|

[फा. सं. आर-25011/04/2014-ओआर-I (पार्ट)]

पवन कुमार, अवर सचिव

New Delhi, the 29th September, 2017

S.O. 2346.—Whereas, by the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O.No.3056(E) dated: 21.09.2016 issued under sub section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (herein after referred to as the said Act) the Central Government declared its intention to acquire the Right of User in the Lands specified in the Schedule appended to that notification for the purpose of laying pipeline for the transportation of Liquefied Petroleum Gas from Ennore to Madurai (Via) Chengalpattu, Pondicherry (UT) Trichy in the State of Tamil Nadu, a pipeline should be laid by the Indian Oil Corporation Limited, for implementing the Ennore – Trichy – Madurai Pipeline Project.

And whereas, copies of the said notifications were made available to the public from 24.09.2016.

And whereas, the Competent Authority in pursuance of sub-section (1) of section 6 of the said Act has submitted his report to the Central Government;

And whereas, the Central Government, after considering the said report is satisfied that the Right of User in the Land specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the Right of User in the said Land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the Right of User in the said Land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances.

Indian Oil Corporation Limited shall be exclusively liable for any compensation in terms of section 10 of the P & M P Act, 1962 and no suit, claim or legal proceeding would lie against the Central Government on any matter relating to pipeline.

SCHEDULE

| Taluk : Madurai North | District : Madurai | | State : Tamil Nadu | | |
|-----------------------|--------------------|------------------|--------------------|-----|--------------|
| Name of the Village | Survey No. | Sub Division No. | Area | | |
| | | | Hectare | Are | Square Meter |
| 1 | 2 | 3 | 4 | 5 | 6 |

| | | | | | |
|------------------------|----|------|---|----|----|
| 33.Kulamangalam-Bit II | 35 | 1A2D | 0 | 03 | 65 |
| | 98 | 5A | 0 | 03 | 70 |
| | 98 | 5B | 0 | 09 | 00 |
| | 98 | 6A | 0 | 09 | 00 |
| | 98 | 6B | 0 | 00 | 55 |
| | 99 | 1A | 0 | 00 | 40 |

| Taluk : Vadipatti | District : Madurai | | State : Tamil Nadu | | |
|---------------------|--------------------|------------------|--------------------|-----|--------------|
| Name of the Village | Survey No. | Sub Division No. | Area | | |
| | | | Hectare | Are | Square Meter |
| 1 | 2 | 3 | 4 | 5 | 6 |

| | | | | | |
|----------------------|-----|----|---|----|----|
| 10. Bodinayakanpatti | 185 | 2C | 0 | 01 | 10 |
|----------------------|-----|----|---|----|----|

[F. No. R-25011/04/2014-OR-I (Pt.)]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 29 सितम्बर, 2017

का.आ. 2347.—केन्द्रीय सरकार, पेट्रोलियम एवं खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962, (1962 का 50), की धारा 2 के खंड (क) के अनुसरण में तारीख 16 जुलाई, 2015 को भारत के राजपत्र में प्रकाशित, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 1932 (अ) नई दिल्ली, 10 जुलाई 2015 में निम्नलिखित रूप से संशोधन करती है, अर्थात्:-
उक्त अधिसूचना की अनुसूची में

" श्री गोपाल चन्द्र मुखर्जी

डब्लु. बी. सी. एस. (प्रशासनिक) अवकाश प्राप्त

सक्षम अधिकारी
 इंडियन ऑयल कॉर्पोरेशन लिमिटेड
 पारदीप - हल्दिया- दुर्गापुर एलपीजी पाइपलाइन एवं
 पारदीप - हल्दिया- बरौनी पाइपलाइन ऑगमेंटेशन योजना
 डाकघर - दुईल्या, आन्दुल - मौरी, मौरीग्राम
 हावड़ा - 711 302 (पश्चिम बंगाल) "

शब्दों और अंकों के स्थान पर

"श्री गोपाल चन्द्र मुखर्जी

डब्लु. बी. सी. एस. (प्रशासनिक) अवकाश प्राप्त
 सक्षम अधिकारी
 इंडियन ऑयल कॉर्पोरेशन लिमिटेड
 पारदीप - हल्दिया- दुर्गापुर एलपीजी पाइपलाइन,
 पारदीप - हल्दिया- दुर्गापुर एलपीजी पाइपलाइन ऑगमेंटेशन,
 पारदीप - हल्दिया- बरौनी पाइपलाइन ऑगमेंटेशन योजना एवं
 18" हल्दिया बरौनी प्रोडक्ट पाइपलाइन परियोजना,
 डाकघर - दुईल्या, आन्दुल - मौरी, मौरीग्राम
 हावड़ा - 711 302 (पश्चिम बंगाल) "

पढ़ा जाए।

यह अधिसूचना जारी होने की तारीख से लागू होगी।

[फा. सं. आर-25011/14/2012-ओआर-I (पार्ट)]

पवन कुमार, अवर सचिव

New Delhi, the 29th September, 2017

S.O. 2347.—In pursuance of clause (a) of Section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of user in Land) Act, 1962 (50 of 1962) the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Petroleum and Natural Gas. S.O. No1932 (E) dated 10 July 2015, published in the Gazette of India on the 16 July, 2015 namely:-

In the Said Notification, for the numbers and words,

" Shri Gopal Chandra Mukherjee
 W.B.C.S. (Exe.) Retd.
 Competent Authority
 Indian Oil Corporation Limited
 Paradip - Haldia- Durgapur LPG pipeline and
 Augmentation of Paradip- Haldia- Barauni pipeline,
 P.O. Duilya, Andul - Mouri, Mourigram,
 Howrah - 711 302 (West Bengal) "

the numbers and words

" Shri Gopal Chandra Mukherjee

W.B.C.S. (Exe.) Retd.
 Competent Authority

Indian Oil Corporation Limited
 Paradip - Haldia- Durgapur LPG pipeline,
 Augmentation of Paradip- Haldia - Durgapur LPG Pipeline,
 Augmentation of Paradip- Haldia- Barauni pipeline,
 18" Haldia Barauni Product Pipeline ,
 P.O. Duilya, Andul - Mouri, Mourigram,
 Howrah - 711 302 (West Bengal)"

shall be substituted.

This notification is applicable from the date of issue.

[F. No. R-25011/14/2012-OR-I (Pt.)]

PAWAN KUMAR, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 26 सितम्बर, 2017

का.आ. 2348.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ सं. 04/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15.09.2017 को प्राप्त हुआ था।

[सं. एल-20012/40/2011-आई.आर. (सीएम- I)

एम. के. सिंह, अनुभाग अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 26th September, 2017

S.O. 2348.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 04 of 2012) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 15.09.2017.

[No. L-20012/40/2011-IR(CM-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947.

Reference: No. 04/2012

Employer in relation to the management of Sijua Area of M/s. BCCL

AND

Their workman

Present: Shri R.K.Saran, Presiding Officer

Appearances:

For the Employers : None

For the workman. : None

State : Jharkhand

Industry- Coal

Dated- 28/08/ 2017

AWARD

By order No. L-20012/40/2011-IR(CM-I) dated 20/12/2011, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of Sendra Bansjora Colliery of M/s. BCCL in dismissing Sh. Bijay Bhula, M/Loader from the services of the company vide order dated 01/12/2004 is fair and justified? To What relief the workman concerned is entitled to?”

2. After receipt of the reference, both parties are noticed. But none appears from either side. Case remains pending. It is felt that the disputes between the parties have been resolved in the meantime. Hence No. Dispute Award is passed. Communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 26 सितम्बर, 2017

का.आ. 2349.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ सं. 06/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15.09.2017 को प्राप्त हुआ था।

[सं. एल-20012/65/2011-आई.आर. (सीएम- I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 26th September, 2017

S.O. 2349.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 06 of 2012) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 15.09.2017.

[No. L-20012/65/2011-IR(CM-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947.

Reference: No. 06/2012

Employer in relation to the management of Kusunda Area of M/s. BCCL

AND

Their workman

Present: Shri R. K. Saran, Presiding Officer.

Appearances:

For the Employers : Shri D.K.Verma, Advocate

For the workman : None

State : Jharkhand

Industry- Coal

Dated- 25/08/ 2017

AWARD

By order No. L-20012/65/2011-IR(CM-I) dated 20/12/2011, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of Godhur Colliery of M/s. BCCL in stopping the workman from duty premature before the actual date of retirement is fair and justified? To what relief the workman concerned is entitled to?”

2. After receipt of the reference, both parties are noticed. But none appears on behalf of the sponsoring Union/workman. Management is present. Case remains pending. It is felt that the disputes between the parties have been resolved in the meantime. Hence No Dispute Award is passed. Communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 26 सितम्बर, 2017

का.आ. 2350.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ सं. 35/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15.09.2017 को प्राप्त हुआ था।

[सं. एल-20012/114/2007-आई.आर. (सीएम- I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 26th September, 2017

S.O. 2350.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 35 of 2010) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 15.09.2017.

[No. L-20012/114/2007-IR(CM-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947.

Reference: No. 35/2010

Employer in relation to the management of Kartas Area of M/s. BCCL

AND

Their workman

Present: Shri R. K. Saran, Presiding Officer.

Appearances:

For the Employers : None

For the workman : None

State: Jharkhand

Industry- Coal

Dated- 28/08/ 2017

AWARD

By order No. L-20012/114/2007-IR(CM-I) dated 24/05/2010, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the Management for non-payment of 80 days of accumulated leave, at the credit of the claimant workman, from his retirement dues for allegedly effecting the recovery of penal rent from him for overstaying in the Company’s Quarter is legal & justified? To what relief the claimant workman entitled to?”

2. After receipt of the reference, both parties are noticed. But none appears from either side. Case remains pending. It is felt that the disputes between the parties have been resolved in the meantime. Hence No Dispute Award is passed. Communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 26 सितम्बर, 2017

का.आ. 2351.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स सी.सी.एल. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ सं. 32/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15.09.2017 को प्राप्त हुआ था।

[सं. एल-20012/64/2011-आई.आर. (सीएम- I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 26th September, 2017

S.O. 2351.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 32 of 2012) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. CCL and their workmen, which was received by the Central Government on 15.09.2017.

[No. L-20012/64/2011-IR(CM-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947.

Reference: No. 32/2012

Employer in relation to the management of Piparwar Project M/s. CCL

AND

Their workman

Present: Shri R. K. Saran, Presiding Officer

Appearances:

For the Employers : None

For the workman : None

State : Jharkhand

Industry-Coal

Dated- 24/08/ 2017

AWARD

By order No. L-20012/64/2011-IR(CM-I) dated 27/03/2012, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the Claim of Shri Sahabuddin Mian, Who has been working as Dumper Operator (Trainee) since, 04/11/2001 for regularization as Dumper Operator-Gr. “D” with retrospective effect and grant of consequential benefits are legal and justified? To What relief the concerned workman is entitled to?

2. After receipt of the reference, both parties are noticed. But none appears from either side. Case remains pending. It is felt that the disputes between the parties have been resolved in the meantime. Hence No Dispute Award is passed. Communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 26 सितम्बर, 2017

का.आ. 2352.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ सं. 14/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15.09.2017 को प्राप्त हुआ था।

[सं. एल-20012/28/2007-आई.आर. (सीएम- I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 26th September, 2017

S.O. 2352.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 14 of 2010) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 15.09.2017.

[No. L-20012/28/2007-IR(CM-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947.

Reference: No. 14/2010

Employer in relation to the management of Regional Hospital, Bhuli, BTA of M/s BCCL

AND

Their workman

Present: Shri R. K. SARAN, Presiding Officer

Appearances:

For the Employers : Shri U.N.Lall, Advocate

For the workman : None

State : Jharkhand.

Industry- Coal

Dated- 25/08/ 2017

AWARD

By order No. L-20012/28/2007-IR(CM-I) dated 05/02/2010, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“i) Whether the action of the Management of Regional Hospital, Bhuli of M/s. BCCL in not regularizing the services of Shri Prem Narayan Singh, General Mazdoor as Store Clerk is justified and legal? ii) To what relief is the workman concerned entitled?”

2. After receipt of the reference, both parties are noticed. But none appears on behalf of the sponsoring Union/workman. Management is present. Case remains pending. It is felt that the disputes between the parties have been resolved in the meantime. Hence No Dispute Award is passed. Communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 26 सितम्बर, 2017

का.आ. 2353.—औद्योगिक विवाद अधिनियम, 19147 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ सं. 11/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15.09.2017 को प्राप्त हुआ था।

[सं. एल-20012/60/2011-आई.आर. (सीएम- I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 26th September, 2017

S.O. 2353.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 11 of 2012) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 15.09.2017.

[No. L-20012/60/2011-IR(CM-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947

Reference: No. 11/2012

Employer in relation to the management of Kusunda Area M/s. BCCL

AND

Their workman

Present: Shri R. K. SARAN, Presiding Officer.

Appearances:

For the Employers : Shri D.K.Verma, Advocate

For the workman : None

State : Jharkhand.

Industry- Coal

Dated: 25/08/2017

AWARD

By order No. L-20012/60/2011-IR(CM-I) dated 20/12/2011, the central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of Kusunda Colliery of M/s. BCCL in not regularizing Sri Jai Nandan Das as Fitter helper, though he has been performing the said job for the last several year with due authorization is fair and justified? To what relief the workman concerned is entitled to?”

2. After receipt of the reference, both parties are noticed. But none appears on behalf of the sponsoring Union/workman. Management is present. Case remains pending. It is felt that the disputes between the parties have been resolved in the meantime. Hence No Dispute Award is passed. Communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 26 सितम्बर, 2017

का.आ. 2354.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स सी.सी.एल. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ सं. 09/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15.09.2017 को प्राप्त हुआ था।

[सं. एल-20012/47/2011-आईआर (सीएम- I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 26th September, 2017

S.O. 2354.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 09 of 2012) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. CCL and their workmen, which was received by the Central Government on 15.09.2017.

[No. L-20012/47/2011-IR(CM-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947.

Reference: No. 09/2012

Employer in relation to the management of Hazaribag Area of M/s. CCL

AND

Their workman

Present: Shri R.K.Saran, Presiding Officer

Appearances:

For the Employers : None

For the workman : None

State : Jharkhand. Industry- Coal

Dated: 24/08/ 2017

AWARD

By order No. L-20012/47/2011-IR(CM-I) dated 20/12/2011, the central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of Hazaribag Area of M/s. CCL. In terminating the services of Sri Sheo Shankar Choudhary, LDC vide Letter dated 25/04/2008 is fair and justified? To what relief the workman concerned is entitled to?”

2. After receipt of the reference, both parties are noticed. But none appears from either side. Case remains pending. It is felt that the disputes between the parties have been resolved in the meantime. Hence No Dispute Award is passed. Communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 26 सितम्बर, 2017

का.आ. 2355.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ सं. 07/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15.09.2017 को प्राप्त हुआ था।

[सं. एल-20012/01/2015-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 26th September, 2017

S.O. 2355.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 07 of 2015) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 15.09.2017.

[No. L-20012/01/2015-IR(CM-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/S 10 (1)(d) (2A) of I.D.Act, 1947

Reference No. 07/2015

Employers in relation to the management of Bastacolla Area M/s. BCCL

AND

Their workman

Present : Shri R. K. Saran, Presiding Officer

Appearance:

For the Employers : Shri S.K.Behra, Asstt. Manager

For the workman : Shri Pintu Mondal, Rep

Industry : Coal

Dated : 28/08/ 2017

AWARD

By order No. L- 20012 /01/2015 /IR (CM-1) dated 25/ 03/2015, the Central Government in the Ministry of Labour has in exercise of the power conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal :

SCHEDULE

“Whether the action of the management of Bastacolla Area of M/s. BCCL in not providing employment to Shri Baijnath Bhuia, dependent son of Late Harilal Bhuia under the provision of NCWA is fair and justified? To what relief the concerned workman is entitled to?”

2. The case is received from Ministry of Labour on 06.04.2015. The Sponsoring Union files their written statement on 03.08.2015. But the management files their written statement on 23.02.2016. Thereafter rejoinder and document filed by the parties. One witness each side has been examined. Documents of the management marked as M-1 to M-3 and documents of workman marked as W-1 to W-11.

3. The case of the workman is that Late Hiralal Bhuia was permanent employee of Dobari Colliery under Bastacolla Area of M/s. BCCL who died while in service on 26.08.1995. After death of deceased employee his wife submitted an application on 23.11.1996 before the management praying their in that her son Baijnath Bhuia is minor aged about 16 years. As per company rules he should be kept at live roster, and when her son would be major than he will apply for his employment in place of his deceased father Harilal Bhuia. But after getting major Baijanath Bhuia applied for employment on 19.03.1998 but after several reminders the management has not provided employment to the dependant son of Late Hiralal Bhuia under provisions of NCWA. Hence Industrial dispute arose.

4. On the other hand the case of the management is that the sponsoring union have not come with clean hands rather suppressed the material facts. Late Hiralal Bhuia was permanent employee as General mazdoor at Dobari Colliery died on 25.08.1995, but neither his wife nor any claimant of late Hiralal Bhuia ever made any application after the death of Hiralal Bhuia to keep the name of the claimant in live roaster and as such it is wrong to say that management have violated the norms of NCWA as there was no such application at the relevant period.

5. It is further submitted by the management that as per circular of M/S BCCL no claim for compassionate appointment shall be entertained after 18 months of the death of the employee. But the claimant has applied for job after 17 years of death of his father sent an application for employment through post which have rightly been turned down by the management as not maintainable.

6. It is also submitted by the management that the very purpose of compassionate appointment is to provide immediate relief to the family of the deceased who died in harness but due to long efflux of time the very purpose of providing immediate relief is being frustrated after lapse of 17 years it means that the family member are not in trouble due to death of their bread winner and the claimant is not liable for getting compassionate appointment.

7. The applicant applied for job on the ground of compassionate employment as his father died during his period of service. In this case the workman applied for job promptly of course, without following due procedures for his application was rejected. But the applicant applied for job by giving applications, after application and which was regretted for which he raised the present dispute. It is also a fact that at the time of death of the father of the applicant, the workman was a minor. After attaining majority he applied for job. Since the applicant was minor at the time of death of his father he be given job waiving formality, because after the death of an earning member leaving minor is a havoc on a family.

8. considering the fact and circumstances of this case, I hold that the action of the management of Bastacolla Area of M/s. BCCL in not providing employment to Shri Baijnath Bhuia, dependent son of Late Harilal Bhuia under the provision of NCWA is not fair and justified, Hence he be given job waiving formality.

This is my award .

R. K. SARAN, Presiding Officer

नई दिल्ली, 26 सितम्बर, 2017

का.आ. 2356.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ सं. 07/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15.09.2017 को प्राप्त हुआ था।

[सं. एल-20012/61/2011-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 26th September, 2017

S.O. 2356.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 1,

Dhanbad (Ref. No. 07 of 2012) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 15.09.2017.

[No. L-20012/61/2011-IR(CM-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947

Reference: No. 07/2012

Employer in relation to the management of Kusunda Area of M/s. BCCL

AND

Their workman

Present: Shri R. K. Saran, Presiding Officer

Appearances:

For the Employers : Shri D.K.Verma, Advocate

For the workman : None

State : Jharkhand. Industry- Coal

Dated: 28/08/ 2017

AWARD

By order No. L-20012/61/2011-IR(CM-I) dated 20/12/2011, the central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub –section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of Kusunda Area of M/s. BCCL in not promoting Sri Nitab Jha as Auto Electrician in Grade “A” (Excavation) from the year 2002 is fair and justified? To what relief the workman concerned is entitled to? ”

2. After receipt of the reference, both parties are noticed. But none appears on behalf of the sponsoring Union/workman. Management is present. Case remains pending. It is felt that the disputes between the parties have been resolved in the meantime. Hence No Dispute Award is passed. Communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 26 सितम्बर, 2017

का.आ. 2357.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स टिस्को लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ सं. 46/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15.09.2017 को प्राप्त हुआ था।

[सं. एल-20012/105/2001-आईआर (सी- I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 26th September, 2017

S.O. 2357.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 46 of 2010) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Tisco Ltd., and their workmen, which was received by the Central Government on 15.09.2017.

[No. L-20012/105/2001-IR(C-I)]

M. K. SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD**In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947**Reference: No. 46/2010**

Employer in relation to the management of M/s. TISCO, Jamadoba

AND

Their workman

Present: Shri R.K.Saran, Presiding Officer**Appearances:**

For the Employers : Shri D. K.Verma, Advocate

For the workman : None

State : Jharkhand. Industry- Coal

Dated : 25/08/ 2017

AWARD

By order No. L-20012/105/2001-IR(C-I) dated 30/06/2010, the central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub –section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of M/s. TISCO, Jamadoba in not regularizing Shri Suraj Kumar is legal & Justified? To what relief is the claimant entitled for.? ”

2. After receipt of the reference, both parties are noticed. But none appears on behalf of the sponsoring Union/workman. Management is present. Case remains pending. It is felt that the disputes between the parties have been resolved in the meantime. Hence No Dispute Award is passed. Communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 26 सितम्बर, 2017

का.आ. 2358.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उपाध्यक्ष, दिल्ली विकास प्राधिकरण, नई दिल्ली एवं उनके कर्मचारी के प्रबंधतंत्र के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय दिल्ली सं. I, के पंचाट (संदर्भ सं. 10/2012, 12/2012, 14/2012, 15/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11.09.2017 को प्राप्त हुए थे।

[सं. एल-42011/151/2011-आईआर (डीयू),

सं. एल-42011/153/2011-आईआर(डीयू),

सं. एल-42011/146/2011-आईआर(डीयू),

सं. एल-42011/145/2011-आईआर(डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 26th September, 2017

S.O. 2358.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 10/2012, 12/2012, 14/2012, 15/2012) of the Central Government

Industrial Tribunal-cum-Labour Court No. I, Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to the Vice President, Delhi Development Authority, New Delhi and their workman, which were received by the Central Government on 11.09.2017.

[No. L-42011/151/2011-IR (DU),
No. L-42011/153/2011-IR (DU),
No. L-42011/146/2011-IR (DU),
No. L-42011/145/2011-IR (DU)]
RAJENDRA JOSHI, Dy. Director

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO.1, KARKARDOOMA COURT COMPLEX, DELHI

ID No. 10/2012

Shri Ramdas Yadav, authorized representative,
Delhi State General Mazdoor Union (Regd.),
House No.F-235, Vijay Vihar, Phase I,
Delhi – 110 085

...Workman

Versus

The Vice President,
Delhi Development Authority, Vikas Sadan,
New Delhi

...Management

AWARD

A reference was received from Ministry of Labour under Clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act), by this Tribunal, vide letter No.L-42011/151/2011-IR(DU) dated 02.01.2012, for adjudication of an industrial dispute, terms of which are as under:

‘Whether the action of the management of Delhi Development Authority(DDA) in not paying the OT wages claim of Rs.1,76,066.00 for the period from 06.03.1981 to 31.12.1992 for 12 hours per day instead of 8 hours per day to Shri Chanderpall S/o Shri Harswarup is legal and justified? What relief the workman is entitled to?’

2. Brief facts giving rise to the present reference are that Shri Chanderpall (in short the claimant) has been working as security guard since 06.03.1981 with Delhi Development Authority(in short the management) and was appointed vide letter Annexure A by Director (Horticulture), Delhi Development Authority, Rohini Office Complex, Delhi. Claimant had to work for 8 hours per day but the management used to take work from the claimant for 12 hours from March 1981 to December 1992. However, the claimant was being paid wages only for 8 hours instead of 12 hours. Thus, he was not being paid overtime for four hours by the management. Letter was also sent regarding payment of overtime wages by DDA Employees Welfare Council to the management on 09.07.1991.

3. It is the case of the claimant that he came to know in December 2005 that one of his co-workers Shri Lakhan Singh, who was also appointed by the management and had rendered service with the management at several places was also working for 12 hours, was paid overtime wages by the management as per award dated 17.03.2004 passed by Shri D.K. Malhotra, Presiding Officer, Labour Court No.4, Karkardooma Courts, Delhi in L.C.A. No. 196/1003 (Annexure 3). Thereafter, the claimant contacted other co-workers also and served demand notice /letter to the management in December 2006 stating that the management owed him an amount of Rs.1,76,066.00 overtime wages for which the claimant has rendered from the month of March 1981 to December 1992. Attendance of the claimant was also marked in the attendance register during his duty hours inside Godown. Demand notice was served upon the management for adjudication of the dispute through DDA Employees Welfare Council on 09.07.1991 and office order dated 10.05.1995 was also issued by the management but no overtime wages was given to the claimant even thereafter. Calculation of dues for overtime by the claimant is fully detailed in Annexure 4. Without considering the case of the claimant, the court in rejected the LCA No.13/2006 vide order dated 23.04.2008.

4. Claim was contested by the management who filed written statement thereto, taking various preliminary objections, inter alia of resjudicata, maintainability, delay & laches etc. It was specifically averred that the rules prescribed for overtime is fully detailed in Rule 5 of Work Charge Manual-3 of CPWD manual. Claimant was never engaged for performing overtime work in the manner alleged by him. There exists no relationship of employer and employee between the claimant and the management as the claimant is now working with Municipal Corporation of Delhi (MCD) since 1990. Service record of the claimant was also handed over to MCD.

5. On merits, management has denied the factum of engagement of the claimant with effect from 06.03.1981 as Security Guard. In fact, the claimant was engaged on muster roll as Mali Chowkidar and his work primarily was to take care of the park. Salary was paid for the work charge post as per CPWD Manual. It is also denied that the claimant has worked for more than 8 hours with the management or performed any kind of overtime duty. There was no office order regarding performing of over time, as mentioned above, in the work charge manual of CPWD. There is prescribed format under Rule 5 for the same which is to be followed by the management. Since the claimant did not perform any overtime duty, as such, the question of payment of overtime allowance does not arise.

6. It is revealed from record that no specific issue was framed by my learned predecessor and various preliminary objections raised by the management was answered in order dated 01.05.2012 when the case was listed for evidence of the claimant.

7. Thereafter, the case was listed for evidence of the claimant. Despite awarding various opportunities to the claimant, he failed to adduce any evidence. Finally, on 27.04.2017, evidence of the claimant was closed by the order of the Court. Thereafter, case was listed for evidence of the management. However, it was stated by the A/R for the management that the management does not want to adduce any evidence.

8. I have heard Shri Deepak Kumar Dhingra, A/R for the management.

9. Now, the crucial question before this Tribunal is as to whether the claimant is entitled for payment of overtime wages of Rs.1,76,066.00 for the period 06.03.1981 to 31.12.1992. It is also not out of place to mention here that services of the claimant was transferred to MCD in June 1990. Thereafter, claimant approached Delhi Development Authority Employees Welfare Council for payment of overtime wages.

10. Claimant has also filed copy of order in LCA No.196/1993 which was filed by one Shri Lakhan Singh against the management of DDA. A careful perusal of the said order would show that the claimant, Shri Lakhan Singh had also claimed overtime wages which was not paid by the management of DDA. Claim of the workman Shri Lakhan Singh was allowed to the extent of Rs.1,66,206.00 for the period 16.11.1992 to 31.01.1993. However, it is clear that in the said case, claimant has filed all the necessary documents in support of his claim so as to discharge the onus of proving that he has really worked during the said period whereas in the case on hand claimant has not filed any service record or overtime record/attendance record showing that he has really worked overtime during the period for which overtime was being claimed by the claimant.

11. There is another order in LCA No.13/2006 titled 'Chander vs. Delhi Development Authority' filed by the claimant, which was decided on 23.04.2008, which the claimant had earlier filed. Critical perusal of the above order would show that the claimant had filed application under Section 33 C(2) of the Act against the management of DDA claiming an amount of Rs.1,76,066.00 as dues amount towards overtime wages from March 1981 to December 1992. In the present case also by way of reference, in fact, claimant has claimed overtime wages for the same period. The learned Industrial Adjudicator in para 12 of the order has clearly held that there is nothing on record to show that the claimant was entitled to seek overtime allowances. He has simply placed copy of office order dated 10.05.1995 of Delhi Development Authority which shows that overtime allowance will be paid to the staff who is required to perform duties for more than 8 hours after obtaining prior approval for performance of extra duty from the competent authority. Learned Industrial Adjudicator further observed that this order is of May 1995 whereas the workman has claimed overtime for the period prior to that. This clearly shows that the claimant herein earlier also by way of LCA tried to get payment for overtime work, which was declined by the Labour Court vide order dated 23.04.2008. Thus, the decision rendered by the learned Judge on merits, though it may not constitute resjudicata in the strict sense as the same is in a proceedings under Section 33-C(2) of the Act which is merely in nature of execution proceedings. However, there is adjudication of controversy on merit and order passed by the learned Industrial Adjudicator shows that he has duly considered contentions of both the parties on merits and thereafter passed order dated 23.04.2008. Law is fairly settled that if an order regarding rights of the parties has been made by a competent court in a previous case between the same parties, the same cannot altogether be ignored in subsequent proceedings by the court while deciding same or similar controversy. Even if the order dated 23.04.2008 of the Labour Court is eschewed from consideration, then also case of the claimant cannot legally stand scrutiny of law inasmuch as the claimant has not adduced any evidence so as to show that he has performed overtime work for the period 01.03.1985 to 31.12.1990. Moreover, from 1981 till 1990 he was in the employment of DDA and thereafter, he ceased to be an employee of DDA as his services stood transferred to MCD.

12. As a sequel to my discussions herein above, it is held that the action of the management of Delhi Development Authority (DDA) in not paying overtime wages claim of Rs.1,76,066.00 for the period from 06.03.1981 to 31.12.1992 for 12 hours per day instead of 8 hours per day to Shri Chanderpall S/o Harswarup is legal and justified. It is further held that the claimant is not entitled to any relief. An award is accordingly passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : September 8, 2017

A.C. DOGRA, Presiding Officer

ANNEXURE**IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO.1, KARKARDOOMA COURT COMPLEX, DELHI****ID No. 12/2012**

Shri Ramdas Yadav, authorized representative,
Delhi State General Mazdoor Union (Regd.),
House No.F-235, Vijay Vihar, Phase I,
Delhi – 110 085

...Workman

Versus

The Vice President,
Delhi Development Authority, Vikas Sadan,
New Delhi

...Management

AWARD

A reference was received from Ministry of Labour under Clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act), by this Tribunal, vide letter No.L-42011/153/2011-IR(DU) dated 02.01.2012, for adjudication of an industrial dispute, terms of which are as under:

‘Whether the action of the management of Delhi Development Authority(DDA) in not paying the OT wages claim of Rs.176066.00 for the period from 06.03.1981 to 31.12.1992 for 12 hours per day instead of 8 hours per day to Shri Jaipal Singh S/o Shri Desh Raj Singh is legal and justified? What relief the workman is entitled to?’

2. Brief facts giving rise to the present reference are that Shri Jaipal Singh (in short the claimant) has been working as security guard since 06.03.1981 with Delhi Development Authority(in short the management) and was appointed vide letter Annexure A by Director (Horticulture), Delhi Development Authority, Rohini Office Complex, Delhi. Claimant had to work for 8 hours per day but the management used to take work from the claimant for 12 hours from March 1981 to December 1992. However, the claimant was being paid wages only for 8 hours instead of 12 hours. Thus, he was not being paid overtime for four hours by the management. Letter was also sent regarding payment of overtime wages by DDA Employees Welfare Council to the management on 09.07.1991.

3. It is the case of the claimant that he came to know in December 2005 that one of his co-workers Shri Lakhan Singh, who was also appointed by the management and had rendered service with the management at several places was also working for 12 hours, was paid overtime wages by the management as per award dated 17.03.2004 passed by Shri D.K. Malhotra, Presiding Officer, Labour Court No.4, Karkardooma Courts, Delhi in L.C.A. No.196/1003 (Annexure 3). Thereafter, the claimant contacted other co-workers also and served demand notice /letter to the management in December 2006 stating that the management owed him an amount of Rs.176066.00 overtime wages for which the claimant has rendered from the month of March 1981 to December 1992. Attendance of the claimant was also marked in the attendance register during his duty hours inside Godown. Demand notice was served upon the management for adjudication of the dispute through DDA Employees Welfare Council on 09.07.1991 and office order dated 10.05.1995 was also issued by the management but no overtime wages was given to the claimant even thereafter. Calculation of dues for overtime by the claimant is fully detailed in Annexure 4. Without considering the case of the claimant, the court in rejected the LCA No.16/2006 vide order dated 23.04.2008.

4. Claim was contested by the management who filed written statement thereto, taking various preliminary objections, inter alia of resjudicata, maintainability, delay & laches etc. It was specifically averred that the rules prescribed for overtime is fully detailed in Rule 5 of Work Charge Manual-3 of CPWD manual. Claimant was never engaged for performing overtime work in the manner alleged by him. There exists no relationship of employer and employee between the claimant and the management as the claimant is now working with Municipal Corporation of Delhi (MCD) since 1990. Service record of the claimant was also handed over to MCD.

5. On merits, management has denied the factum of engagement of the claimant with effect from 06.03.1981 as Security Guard. In fact, the claimant was engaged on muster roll as Mali Chowkidar and his work primarily was to take care of the park. Salary was paid for the work charge post as per CPWD Manual. It is also denied that the claimant has worked for more than 8 hours with the management or performed any kind of overtime duty. There was no office order regarding performing of over time, as mentioned above, in the work charge manual of CPWD. There is prescribed format under Rule 5 for the same which is to be followed by the management. Since the claimant did not perform any overtime duty, as such, the question of payment of overtime allowance does not arise.

6. It is revealed from record that no specific issue was framed by my learned predecessor and various preliminary objections raised by the management was answered in order dated 01.05.2012 when the case was listed for evidence of the claimant.

7. Thereafter, the case was listed for evidence of the claimant. Despite awarding various opportunities to the claimant, he failed to adduce any evidence. Finally, on 27.04.2017, evidence of the claimant was closed by the order of the Court. Thereafter, case was listed for evidence of the management. However, it was stated by the A/R for the management that the management does not want to adduce any evidence.

8. I have heard Shri Deepak Kumar Dhingra, A/R for the management.

9. Now, the crucial question before this Tribunal is as to whether the claimant is entitled for payment of overtime wages of Rs.176066.00 for the period 06.03.1981 to 31.12.1992. It is also not out of place to mention here that services of the claimant was transferred to MCD in June 1990. Thereafter, claimant approached Delhi Development Authority Employees Welfare Council for payment of overtime wages.

10. Claimant has also filed copy of order in LCA No.196/1993 which was filed by one Shri Lakhan Singh against the management of DDA. A careful perusal of the said order would show that the claimant, Shri Lakhan Singh had also claimed overtime wages which was not paid by the management of DDA. Claim of the workman Shri Lakhan Singh was allowed to the extent of Rs.1,66,206.00 for the period 16.11.1992 to 31.01.1993. However, it is clear that in the said case, claimant has filed all the necessary documents in support of his claim so as to discharge the onus of proving that he has really worked during the said period whereas in the case on hand claimant has not filed any service record or overtime record/attendance record showing that he has really worked overtime during the period for which overtime was being claimed by the claimant.

11. There is another order in LCA No.16/2006 titled 'Jaspal Singh vs. Delhi Development Authority' filed by the claimant, which was decided on 23.04.2008, which the claimant had earlier filed. Critical perusal of the above order would show that the claimant had filed application under Section 33 C(2) of the Act against the management of DDA claimant an amount of Rs.1,76,066.00 as dues amount towards overtime wages from March 1981 to December 1992. In the present case also by way of reference, in fact, claimant has claimed overtime wages for the same period. The learned Industrial Adjudicator in para 12 of the order has clearly held that there is nothing on record to show that the claimant was entitled to seek overtime allowances. He has simply placed copy of office order dated 10.05.1995 of Delhi Development Authority which shows that overtime allowance will be paid to the staff who is required to perform duties for more than 8 hours after obtaining prior approval for performance of extra duty from the competent authority. Learned Industrial Adjudicator further observed that this order is of May 1995 whereas the workman has claimed overtime for the period prior to that. This clearly shows that the claimant herein earlier also by way of LCA tried to get payment for overtime work, which was declined by the Labour Court vide order dated 23.04.2008. Thus, the decision rendered by the learned Judge on merits, though it may not constitute resjudicata in the strict sense as the same is in a proceedings under Section 33-C(2) of the Act which is merely in nature of execution proceedings. However, there is adjudication of controversy on merit and order passed by the learned Industrial Adjudicator shows that he has duly considered contentions of both the parties on merits and thereafter passed order dated 23.04.2008. Law is fairly settled that if an order regarding rights of the parties has been made by a competent court in a previous case between the same parties, the same cannot altogether be ignored in subsequent proceedings by the court while deciding same or similar controversy. Even if the order dated 23.04.2008 of the Labour Court is eschewed from consideration, then also case of the claimant cannot legally stand scrutiny of law inasmuch as the claimant has not adduced any evidence so as to show that he has performed overtime work for the period 01.03.1985 to 31.12.1990. Moreover, from 1981 till 1990 he was in the employment of DDA and thereafter, he ceased to be an employee of DDA as his services stood transferred to MCD.

12. As a sequel to my discussions herein above, it is held that the action of the management of Delhi Development Authority (DDA) in not paying overtime wages claim of Rs.1,76,066.00 for the period from 06.03.1981 to 31.12.1992 for 12 hours per day instead of 8 hours per day to Shri Jaipal Singh S/o Shri Desh Raj Singh is legal and justified. It is further held that the claimant is not entitled to any relief. An award is accordingly passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : September 8, 2017

A. C. DOGRA, Presiding Officer

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 1, KARKARDOOMA COURT COMPLEX, DELHI

ID No. 14/2012

Shri Ramdas Yadav, authorized representative,
Delhi State General Mazdoor Union (Regd.),
House No.F-235, Vijay Vihar, Phase I,
Delhi – 110 085

...Workman

Versus

The Vice President,
Delhi Development Authority, Vikas Sadan,
New Delhi

...Management

AWARD

A reference was received from Ministry of Labour under Clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (in short the Act), by this Tribunal, vide letter No.L-42011/146/2011-IR(DU) dated 02.01.2012, for adjudication of an industrial dispute, terms of which are as under:

‘Whether the action of the management of Delhi Development Authority (DDA) in not paying the OT wages claim of Rs.1,76,066.00 for the period from 06.03.1981 to 31.12.1992 for 12 hours per day instead of 8 hours per day to Shri Charitra S/o late Shri Ramkishan is legal and justified? What relief the workman is entitled to?’

2. Brief facts giving rise to the present reference are that Shri Charitra (in short the claimant) has been working as security guard since 1981 with Delhi Development Authority (in short the management) and was appointed vide letter Annexure A by Director (Horticulture), Delhi Development Authority, Rohini Office Complex, Delhi. Claimant had to work for 8 hours per day but the management used to take work from the claimant for 12 hours from March 1981 to December 1992. However, the claimant was being paid wages only for 8 hours instead of 12 hours. Thus, he was not being paid overtime for four hours by the management. Letter was also sent regarding payment of overtime wages by DDA Employees Welfare Council to the management on 09.07.1991.

3. It is the case of the claimant that he came to know in December 2005 that one of his co-workers Shri Lakhman Singh, who was also appointed by the management and had rendered service with the management at several places was also working for 12 hours, was paid overtime wages by the management as per award dated 17.03.2004 passed by Shri D.K. Malhotra, Presiding Officer, Labour Court No.4, Karkardooma Courts, Delhi in L.C.A. No.196/1003 (Annexure 3). Thereafter, the claimant contacted other co-workers also and served demand notice /letter to the management in December 2006 stating that the management owed him an amount of Rs.1,76,066.00 overtime wages for which the claimant has rendered from the month of March 1981 to December 1992. Attendance of the claimant was also marked in the attendance register during his duty hours inside Godown. Demand notice was served upon the management for adjudication of the dispute through DDA Employees Welfare Council on 09.07.1991 and office order dated 10.05.1995 was also issued by the management but no overtime wages was given to the claimant even thereafter. Calculation of dues for overtime by the claimant is fully detailed in Annexure 4. Without considering the case of the claimant, the court in rejected the LCA No.17/2006 vide order dated 23.04.2008.

4. Claim was contested by the management who filed written statement thereto, taking various preliminary objections, inter alia of resjudicata, maintainability, delay & laches etc. It was specifically averred that the rules prescribed for overtime is fully detailed in Rule 5 of Work Charge Manual-3 of CPWD manual. Claimant was never engaged for performing overtime work in the manner alleged by him. There exists no relationship of employer and employee between the claimant and the management as the claimant is now working with Municipal Corporation of Delhi (MCD) since 1990. Service record of the claimant was also handed over to MCD.

5. On merits, management has denied the factum of engagement of the claimant with effect from 06.03.1981 as Security Guard. In fact, the claimant was engaged on muster roll as Suraksha Rakshak. Salary was paid for the work charge post as per CPWD Manual. It is also denied that the claimant has worked for more than 8 hours with the management or performed any kind of overtime duty. There was no office order regarding performing of overtime, as mentioned above, in the work charge manual of CPWD. There is prescribed format under Rule 5 for the same which is to be followed by the management. Since the claimant did not perform any overtime duty, as such, the question of payment of overtime allowance does not arise.

6. It is revealed from record that no specific issue was framed by my learned predecessor and various preliminary objections raised by the management was answered in order dated 01.05.2012 when the case was listed for evidence of the claimant.

7. Thereafter, the case was listed for evidence of the claimant. Despite awarding various opportunities to the claimant, he failed to adduce any evidence. Finally, on 27.04.2017, evidence of the claimant was closed by the order of the Court. Thereafter, case was listed for evidence of the management. However, it was stated by the A/R for the management that the management does not want to adduce any evidence.

8. I have heard Shri Deepak Kumar Dhingra, A/R for the management.

9. Now, the crucial question before this Tribunal is as to whether the claimant is entitled for payment of overtime wages of Rs.1,76,066.00 for the period 06.03.1981 to 31.12.1992. It is also not out of place to mention here that services of the claimant was transferred to MCD in June 1990. Thereafter, claimant approached Delhi Development Authority Employees Welfare Council for payment of overtime wages.

10. Claimant has also filed copy of order in LCA No.196/1993 which was filed by one Shri Lakhan Singh against the management of DDA. A careful perusal of the said order would show that the claimant, Shri Lakhan Singh had also claimed overtime wages which was not paid by the management of DDA. Claim of the workman Shri Lakhan Singh was allowed to the extent of Rs.1,66,206.00 for the period 16.11.1992 to 31.01.1993. However, it is clear that in the said case, claimant has filed all the necessary documents in support of his claim so as to discharge the onus of proving that he has really worked during the said period whereas in the case on hand claimant has not filed any service record or overtime record/attendance record showing that he has really worked overtime during the period for which overtime was being claimed by the claimant.

11. There is another order in LCA No.17/2006 titled 'Charitra vs. Delhi Development Authority' filed by the claimant, which was decided on 23.04.2008, which the claimant had earlier filed. Critical perusal of the above order would show that the claimant had filed application under Section 33 C(2) of the Act against the management of DDA claiming an amount of Rs.1,76,066.00 as dues amount towards overtime wages from March 1981 to December 1992. In the present case also by way of reference, in fact, claimant has claimed overtime wages for the same period. The learned Industrial Adjudicator in para 12 of the order has clearly held that there is nothing on record to show that the claimant was entitled to seek overtime allowances. He has simply placed copy of office order dated 10.05.1995 of Delhi Development Authority which shows that overtime allowance will be paid to the staff who is required to perform duties for more than 8 hours after obtaining prior approval for performance of extra duty from the competent authority. Learned Industrial Adjudicator further observed that this order is of May 1995 whereas the workman has claimed overtime for the period prior to that. This clearly shows that the claimant herein earlier also by way of LCA tried to get payment for overtime work, which was declined by the Labour Court vide order dated 23.04.2008. Thus, the decision rendered by the learned Judge on merits, though it may not constitute resjudicata in the strict sense as the same is in a proceedings under Section 33-C(2) of the Act which is merely in nature of execution proceedings. However, there is adjudication of controversy on merit and order passed by the learned Industrial Adjudicator shows that he has duly considered contentions of both the parties on merits and thereafter passed order dated 23.04.2008. Law is fairly settled that if an order regarding rights of the parties has been made by a competent court in a previous case between the same parties, the same cannot altogether be ignored in subsequent proceedings by the court while deciding same or similar controversy. Even if the order dated 23.04.2008 of the Labour Court is eschewed from consideration, then also case of the claimant cannot legally stand scrutiny of law inasmuch as the claimant has not adduced any evidence so as to show that he has performed overtime work for the period 01.03.1985 to 31.12.1990. Moreover, from 1981 till 1990 he was in the employment of DDA and thereafter, he ceased to be an employee of DDA as his services stood transferred to MCD.

12. As a sequel to my discussions herein above, it is held that the action of the management of Delhi Development Authority(DDA) in not paying overtime wages claim of Rs.1,76,066.00 for the period from 06.03.1981 to 31.12.1992 for 12 hours per day instead of 8 hours per day to Shri Charitra S/o late Shri Ramkishan S/o Shri Desh Raj Singh is legal and justified. It is further held that the claimant is not entitled to any relief. An award is accordingly passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : September 8, 2017

A. C. DOGRA, Presiding Officer

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 1, KARKARDOOMA COURT COMPLEX, DELHI

ID No. 15/2012

Shri Ramdas Yadav, authorized representative,
Delhi State General Mazdoor Union (Regd.),
House No.F-235, Vijay Vihar, Phase I,
Delhi – 110 085

...Workman

Versus

The Vice President,
Delhi Development Authority, Vikas Sadan,
New Delhi

...Management

AWARD

A reference was received from Ministry of Labour under Clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (in short the Act), by this Tribunal, vide letter No.L-42011/145/2011-IR(DU) dated 02.01.2012, for adjudication of an industrial dispute, terms of which are as under:

‘Whether the action of the management of Delhi Development Authority (DDA) in not paying the OT wages claim of Rs.45,640.00 for the period from 1974 to 1990 for 12 hours per day instead of 8 hours per day to Shri Sunder Lal S/o Shri Hira Lal is legal and justified? What relief the workman is entitled to?

2. Brief facts giving rise to the present reference are that Shri Sunder Lal (in short the claimant) has been working as security guard since 1974 with Delhi Development Authority (in short the management) and was appointed vide letter Annexure 1 by Director (Horticulture), Delhi Development Authority, Rohini Office Complex, Delhi. Claimant had to work for 8 hours per day but the management used to take work from the claimant for 12 hours from 1984 to December 1990. However, the claimant was being paid wages only for 8 hours instead of 12 hours. Thus, he was not being paid overtime for four hours by the management. Letter was also sent regarding payment of overtime wages by DDA Employees Welfare Council to the management on 09.07.1991.

3. It is the case of the claimant that he came to know in December 2005 that one of his co-workers Shri Lakhan Singh, who was also appointed by the management and had rendered service with the management at several places was also working for 12 hours, was paid overtime wages by the management as per award dated 17.03.2004 passed by Shri D.K. Malhotra, Presiding Officer, Labour Court No.4, Karkardooma Courts, Delhi in L.C.A. No.196/1003 (Annexure 3). Thereafter, the claimant contacted other co-workers also and served demand notice /letter to the management in December 2005 stating that the management owed him an amount of Rs.45,640.00 as overtime wages for which the claimant has rendered from 1974 to December 1990. Attendance of the claimant was also marked in the attendance register during his duty hours inside Godown. Demand notice was served upon the management for adjudication of the dispute through DDA Employees Welfare Council on 09.07.1991 and office order dated 10.05.1995 was also issued by the management but no overtime wages was given to the claimant even thereafter. Calculation of dues for overtime by the claimant is fully detailed in Annexure 4. Without considering the case of the claimant, the court in rejected the LCA application No.33/2006 vide order dated 23.04.2008.

4. Claim was contested by the management who filed written statement thereto, taking various preliminary objections, inter alia of resjudicata, maintainability, delay & laches etc. It was specifically averred that the rules prescribed for overtime is fully detailed in Rule 5 of Work Charge Manual-3 of CPWD manual. Claimant was never engaged for performing overtime work in the manner alleged by him.

5. On merits, management has denied the factum of engagement of the claimant with effect from 1974. In fact, the claimant was engaged on muster roll, i.e. daily wages as well as work charge establishment. Salary was paid for the work charge post as per CPWD Manual. It is also denied that the claimant has worked for more than 8 hours with the management or performed any kind of overtime duty. There was no office order regarding performing of over time and needful is detailed, as mentioned above, in the work charge manual of CPWD. There is prescribed format under Rule 5 for the same which is to be followed by the management. Since the claimant did not perform any overtime duty, as such, the question of payment of overtime allowance does not arise.

6. Based on the pleadings of the parties, my learned predecessor vide order dated 12.07.2012 framed the following issues:

- (i) Whether an individual dispute has been referred by the appropriate Government for want of espousal of the representative union in the establishment of the management?
- (ii) As in terms of reference

7. Thereafter, the case was listed for evidence of the claimant. Despite awarding various opportunities to the claimant, he failed to adduce any evidence. Finally, on 27.04.2017, evidence of the claimant was closed by the order of the Court. Thereafter, case was listed for evidence of the management. However, it was stated that the management does not want to adduce any evidence.

8. I have heard Shri Deepak Kumar Dhingra, A/R for the management.

Findings on Issue No. (i)

9. There is no precise definition of the term espousal under the Act. However, from the various authorities rendered by the court, it is clear that espousal means that the industrial dispute is adopted by the union as its own dispute and considerable number of workmen have given support to the case of an individual claimant. It has been held in the Workers Union Vs. 7th Industrial Tribunal Calcutta (1994 FLR 701) that once a dispute is referred to a Tribunal by the appropriate Government, presumption would arise that such a dispute is properly espoused through the union. Since the management has not led any specific evidence regarding non-espousal of the present by the union of the claimant and matter has now been referred for adjudication under Section 10 of the Act, as such presumption arises in favour of the claimant.

10. Now, the crucial question before this Tribunal is as to whether the claimant is entitled for payment of overtime wages of Rs.45,640.00 for the period 1974 to December 1990. Claimant has filed order in LCA No.33/2006 titled 'Sunder Lal vs DDA' which the claimant had earlier filed and which was decided on 23.04.2008. Critical perusal of the above order would show that the claimant had filed application under Section 33 C(2) of the Act against the management of DDA claiming an amount of Rs.45,640 as dues amount towards overtime wages from 1974 to 1990. In the present case also by way of reference, in fact, claimant has claimed overtime wages for the same period. The learned Industrial Adjudicator in para 12 of the award Ex.WW1/12 has clearly held that there is nothing on record to show that the claimant was entitled to seek overtime allowances. He has simply placed copy of office order dated 10.05.1995 of Delhi Development Authority which shows that overtime allowance will be paid to the staff who is required to perform duties for more than 8 hours after obtaining prior approval for performance of extra duty from the competent authority. Learned Industrial Adjudicator further observed that this order is of May 1995 whereas the workman has claimed overtime for the period prior to that. This clearly shows that the claimant herein earlier also by way of LCA tried to get payment for overtime work, which was declined by the Labour Court vide order dated 23.04.2008. Thus, the decision rendered by the learned Judge on merits, though it may not constitute resjudicata in the strict sense as the same is in a proceedings under Section 33-C(2) of the Act which is merely in nature of execution proceedings. However, there is adjudication of controversy on merit and order passed by the learned Industrial Adjudicator shows that he has duly considered contentions of both the parties on merits and thereafter passed order dated 23.04.2008. Law is fairly settled that if an order regarding rights of the parties has been made by a competent court in a previous case between the same parties, the same cannot altogether be ignored in subsequent proceedings by the court while deciding same or similar controversy. Even if the order of the Labour Court is eschewed from consideration, then also case of the claimant cannot legally stand scrutiny of law inasmuch as the claimant has not adduced any cogent or reliable evidence so as to show that he has performed overtime work for the period 06.01.1983 to 17.06.1990.

18. As a sequel to my discussions herein above, it is held that the action of the management of Delhi Development Authority (DDA) in not paying overtime wages claim of Rs.45,640.00 for the period from 1974 to December 1990 for 12 hours per day instead of 8 hours per day to Shri Sunder Lal S/o Shri Hira Lal is legal and justified. It is further held that the claimant is not entitled to any relief. An award is accordingly passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : September 8, 2017

A. C. DOGRA, Presiding Officer

नई दिल्ली, 26 सितम्बर, 2017

का.आ. 2359.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स साईं टेलीमैटिक्स, साईं प्लाजा, उत्तर प्रदेश एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, दिल्ली सं. II पंचाट (संदर्भ सं. 120/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07.09.2017 को प्राप्त हुआ था।

[सं. एल-40012/28/2015-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 26th September, 2017

S.O. 2359.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 120/2015) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to the M/s. Sai Telematics, Sai Plaza, Uttar Pradesh and their workman, which were received by the Central Government on 07.09.2017.

[No. L-40012/28/2015-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO.2, KARKARDOOMA COURT COMPLEX, DELHI

ID No. 120/2015

Shri Dhirender Pratap Singh,
Village Khelawali, PO Pahasu,
Distt. Bulandshahr,
Bulandshahr,
Uttar Pradesh – 202 396

...Workman

Versus

M/s. Sai Telematics,
Represented by Shri Atul Saxena,
Proprietor,
Sai Plaza, Commercial Market,
Govindpuram,
Ghaziabad, Uttar Pradesh – 201 013

...Management

In the present case, matter was referred to this Tribunal vide letter No.L-40012/28/2015-IR(DU) dated 29.07.2015 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act) for adjudication of an industrial dispute, terms of which are as under:

“Whether the workman has not been paid the due wages and denied justice as per his lawful rights under the given circumstances? If so, the management of M/s Sai Telematics should clear his dues and his PF accrues in a given time-frame with compensation together with certain directions to BSNL?”

2. Claim statement was filed by Shri Dhirender Pratap Singh, the claimant herein, with the averments that he joined services of the management in the month of August 2012. No appointment letter was issued to him deliberately with malafide intention. He performed his duties satisfactorily, punctually, honestly, diligently and full dedication & devotion even on Sundays as well as other holidays and there was no complaint of any nature against him. He was not given provident fund, bonus and other facilities under the industrial law. The claimant was made to work for 10-14 hours a day but the management did not pay him overtime wages, bonus, etc. The claimant was not allowed to perform his duties. When demand was made for raise in salary, the claimant was threatened. On 21.07.2014, a representation was made for payment of salary for the months of February 2014 to July 2014, PF contribution etc., as he was in dire need of money on account of his sister's marriage, but the management misbehaved, quarreled and beat up the claimant. Finally, claimant approached the Conciliation Officer, who called the management for conciliation. However, due to adamant attitude of the management, no conciliation could be arrived at and hence this reference. Finally, it has been prayed that an award may be passed in his favour.

3. Thereafter the case was listed for filing of statement of defence by the management. However, it was stated by the management that there are chances of settlement.

4. The learned A/R for the claimant filed an application dated 02.02.2015 wherein it is averred that the management agreed to pay a sum of Rs.80,000.00 as full and final settlement of the claim and as such nothing remains due from the management. The management also filed compromise/settlement deed dated 14.01.2016 Ex.C-1. In view of the fact that the parties had settled their dispute amicably, there remains no occasion to adjudicate the issue referred above.

5. Claimant made a statement to the effect the matter has been settled vide settlement agreement/deed Ex.C-1, which is acceptable to them. Hence, their claim would stand satisfied by way of mutual settlement agreement Ex C-1, which shall form integral part of the award. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dated : 24.08.2017

A. C. DOGRA, Presiding Officer

नई दिल्ली, 26 सितम्बर, 2017

का.आ. 2360.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स दिल्ली मेट्रो रेल कॉर्पोरेशन, सीसी – 02 प्रोजेक्ट, दिल्ली एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय दिल्ली सं. II के पंचाट (संदर्भ सं. 109/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07.09.2017 को प्राप्त हुआ था।

[सं. एल-42025/03/2017-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 26th September, 2017

S.O. 2360.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 109/2015) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to the M/s. Delhi Metro Rail Corporation, CC – 02 Project, Delhi and other and their workman, which were received by the Central Government on 07.09.2017.

[No. L-42025/03/2017-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO.2, KARKARDOOMA COURT COMPLEX, DELHI

ID No. 109/2015

Shri Vinod Kumar Yadav S/o Shri Ram Piyare Yadav

Through

Rashtriya Mazdoor Shang (Regd.)
157, Pratap Khand, Vishwakarma Nagar,
Shahdara, Delhi – 110 095

...Workman

Versus

1. M/s. Delhi Metro Rail Corporation CC-02 Project,
Sector 18, Rohini, Delhi – 110 042
2. M/s. J Kumar Infraproject Ltd.,
Sewage Pumping Station,
Rohini Sector 19, Delhi 110 085
3. M/s. J. Kumar Infraproject Ltd.
16-A, Andheri Industrial Estate, Veera Desai Road,
Andheri(West), Mumbai – 400 053

...Managements

AWARD

Present dispute has been raised by Shri Vinod Kumar Yadav (in short the claimant) under the provisions of sub-section (2) of section 2-A of the Industrial Disputes Act, 1947 (in short the Act). A period of 45 days stood expired from the date of making his application before the Conciliation Officer. Sub-section (2) of section 2-A of the Act empowers him to file a dispute before this Tribunal, without being referred by the appropriate Government. His contention stands substantiated by the provisions of sub-section (2) of section 2-A of the Act. Claimant has been given a right by the Act to approach this Tribunal in case of discharge, dismissal, retrenchment or otherwise termination of her service, without a dispute being referred by the appropriate Government under sub-section (1) of section 10 of the Act. Since dispute was within the period of limitation, as enacted by sub section (3), and answered requirements of sub-section (2) of section 2-A of the Act, it was registered as an industrial dispute, even without being referred for adjudication by the appropriate Government, under section 10(1) (d) of the Act.

2. It has been averred in the statement of claim that the claimant was working with Delhi Metro Rail Corporation (in short the management) through M/s J Kumar Infraproject Ltd.(in short the contractor) since 14.11.2011 on the post of driver. His last drawn wages was Rs.11,300.00. The claimant worked continuously with the contractors upto 24.12.2013 and he gave no chance of complaint to them. The contractor failed to pay wages for the overtime work performed by the claimant. In fact, the contractors had also misrepresented facts in his service book inasmuch as his date of joining was shown as 09.06.2012. The claimant approached the contractors several times for payment of overtime wages as well as various other legal facilities, which annoyed the contractor and out of vengeance pressurized the claimant to submit his resignation letter. He was not allowed to perform his duties from 25.12.2013 without assigning any reason. His earned wages for November 2014 to 24.12.2013 has not been paid by the contractor. No one months' notice or pay in lieu thereof was given to the claimant. No seniority list was ever prepared or displayed by the contractors. It is further averred in the statement of claim that fresh hands have been hired thereafter and juniors to the

claimant have been retained in service. The contractor refused to pay the claimant his wages or even take him back on duty despite making several visits to the office of the contractor. Demand notice was served on the contractors on 03.03.2014 to which no reply was received from the contractors. Aggrieved by the action of the management, the claimant filed a case before the Conciliation Officer, but due to the adamant attitude of the management/contractor, conciliation ended in a failure. Finally the claimant was constrained to approach this Tribunal for justice. The claimant prays for reinstatement with full back wages.

3. Written statement was filed by Delhi Metro Rail Corporation taking preliminary objections of non-existence of relationship of employer and employee between them and the claimant, not specifically mentioning as to from which management he is claiming relief etc. The management has denied the other material averments contained in the statement of claim. Finally, it has been prayed that the claim may be rejected

4. Written statement was filed by the contractors also, taking preliminary objection of suppressing of material information and not approaching the Tribunal with clean hands, claimant being a temporary employee and remaining absent without intimation, resigning from the job due to better prospects etc. The contractors have denied the material facts contained in the statement of claim. Finally, it has been prayed that the claim may be dismissed.

5. Rejoinder was filed by the claimant to the written statement filed by the managements, wherein the claimant has reiterated the stand taken in the claim statement and denied the material facts contained in the written statements.

6. Based on the pleadings of the parties, this Tribunal, vide order dated 09.02.2017 framed the following issues and the case was listed for evidence of the claimant:

- (i) Whether termination of the claimant is illegal and unjustified? If so, its effect.
- (ii) Whether this Tribunal has jurisdiction to decide the claim petition if monthly salary of the claimant was more than Rs.10,000.00 per month?
- (iii) Whether the job of the claimant/workman was of temporary nature or of permanent nature? If so, its effects.
- (iv) Whether the job of the claimant was terminated by management No.2 and 3 without giving him any prior notice or he himself left the job of management No.2 & 3 without giving any intimation and if he has left the job of management No.2 & 3, he should be provided any relief. If so, its effect?
- (v) Whether the claimant has received final settlement of amount? If so, its effects.
- (vi) To what relief the workman is entitled to and from which date?

7. In the meanwhile, parties stated that they intended to take steps for settlement. Good sense prevailed and the dispute was settled between the parties amicably. In view of the fact that the parties had settled their dispute amicably, there remains no occasion to adjudicate the issues referred above.

8. Claimant made a statement to the effect that he was willing to accept Rs.35,000.00 from M/s. J Kumar Infraprojects Ltd. towards full and final settlement of his claim. Now, the claimant does not have any surviving dispute with any of the managements and the matter has been disposed of amicably between the parties. Statement of the claimant Shri Vinod Kumar Yadav as well as Shri Dvijendra Kumar Pandey, A/R for M/s. J Kumar Infraprojects Ltd. separately recorded. Joint application filed on behalf of the claimant and the managements for recording compromise marked Ex.C-1 shall form integral part of the award. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dated : August 30, 2017

A. C. DOGRA, Presiding Officer

नई दिल्ली, 26 सितम्बर, 2017

का.आ. 2361.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स दिल्ली मेट्रो रेल कॉर्पोरेशन, मेट्रो भवन, नई दिल्ली व उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय दिल्ली सं. II के पंचाट (संदर्भ सं. 59/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07.09.2017 को प्राप्त हुआ था।

[सं. एल-42025/03/2017-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 26th September, 2017

S.O. 2361.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 59/2014) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to the M/s. Delhi Metro Rail Corporation, Metro Bhawan, New Delhi and other and their workman, which were received by the Central Government on 07.09.2017.

[No. L-42025/03/2017-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT NO.2, KARKARDOOMA COURT COMPLEX, DELHI

ID No. 59/2014

Shri Mohd. Samshad Ahmed,
S/o Shri Abdul Rehman,
R/o S-189/225, JJ Camp,
Okhla Phase II,
New Delhi – 110 020

Through

Akhil Bhartiya Karamchhari Trade Union (Regd. 4366)
E-169, Indira Kalyan Vihar, opposite C-173,
Okhla Phase I, New Delhi – 110 010

...Workman

Versus

1. M/s. Delhi Metro Rail Corporation,
Metro Bhawan, Fire Brigade Lane,
Barakhamba Road, Connaught Place, New Delhi

2. M/s. All Services Globe Pvt. Ltd.,
Camp Industrial Estate, Village Pahadi,
Near HUB, opposite Kusum, Masala,
Gora Gaon, East Mumbai – 400 063

...Managements

AWARD

Present dispute has been raised by Shri Mohammad Samshad (in short the claimant) under the provisions of sub-section (2) of section 2-A of the Industrial Disputes Act, 1947 (in short the Act). A period of 45 days stood expired from the date of making his application before the Conciliation Officer. Sub-section (2) of section 2-A of the Act empowers him to file a dispute before this Tribunal, without being referred by the appropriate Government. His contention stands substantiated by the provisions of sub-section (2) of section 2-A of the Act. Claimant has been given a right by the Act to approach this Tribunal in case of discharge, dismissal, retrenchment or otherwise termination of her service, without a dispute being referred by the appropriate Government under sub-section (1) of section 10 of the Act. Since dispute was within the period of limitation, as enacted by sub section (3), and answered requirements of sub-section (2) of section 2-A of the Act, it was registered as an industrial dispute, even without being referred for adjudication by the appropriate Government, under section 10(1) (d) of the Act.

2. Claim statement was filed by the claimant herein averring therein that he was engaged by M/s. All Services Globe Pvt. Ltd.(in short the contractor) to work in the premises of Delhi Metro Rail Corporation (in short the management) on 15.04.2011 as safai Karamchhari. His last drawn wages were Rs.5000.00. He worked honestly and diligently and never gave chance of complaint to his superiors. The claimant was not paid minimum wages as per the Minimum Wages Act not were the provisions of Contract Labour Regulation and Abolition Act, 1970 adhered to. The claimant was deprived of genuine benefits as per the labour laws, i.e appointment letter, attendance card, overtime, dearness allowance, wage slip, identity card, ESI , PF casual leaves and off on gazetted holidays were not given to him. When he raised demand for the same, management felt offended and started exploitation of the claimant and issued notice, charge sheet and his services were terminated on 30.05.2013 without conducting domestic enquiry/notice. A demand notice dated 15.07.2013 was sent to the management but the management neither responded to the same nor

took back the claimant in service. He is unemployed since the date of his termination. He claims reinstatement in service of the contractor/principal employer with continuity and full back wages.

3. Written statement was filed by Delhi Metro Rail Corporation taking preliminary objections of non-existence of relationship of employer and employee between the them and the claimant, claimant not being a workman etc. The management has denied the other material averments contained in the statement of claim. Finally, it has been prayed that the claim may be rejected.

4. M/s. All Service Globe Pvt. Ltd. also filed statement of defence wherein various preliminary objections, inter alia of the claim not being maintainable as the same is not an industrial dispute as defined under the Act and has been filed without following the procedure and claimant abandoning his job on 30.05.2013 etc. The contractor has also denied the other material averments contained in the statement of claim. Finally, a prayer has been made for dismissing the claim made by the claimant.

5. Rejoinder was filed on behalf of the claimant wherein the material averments contained in the statement of defence of the management and the contractor have been denied and the facts contained in the statement of claim have been reiterated.

6. Against this factual background, my learned predecessor, based on the pleadings of the parties, framed the following issues:

- (i) Whether the workman Shri Shamshad Ahmed S/o Shri Abdul Rehman has been terminated illegally and unjustifiably by the management? If so, its effects?
- (ii) Whether the workman himself abandoned service of the management? If so, its effects.
- (iii) Whether the management is ready to reinstate the service of the workman without any prejudice? If so, its effects.
- (iv) Whether claim of the workman is maintainable? If so, its effects.
- (v) To what relief workman is entitled and from which date as well as what directions are necessary to be issued to management in this regard?

7. In the meanwhile, claimant stated that the matter has been settled amicably between the parties by accepting an amount of Rs.40,000.00 as full and final settlement and his statement was recorded to the effect that he has settled his dispute with the management/contractor as full and final settlement and nothing remains to be paid to him by the management/contractor.

8. In view of the statements made by the claimant, case stands finally settled between the parties and no controversy survives between the parties. Statement made by the claimant and receipt of full and final settlement Ex.C-1 shall form integral part of the award. An award is, accordingly, passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : August 24, 2017

A. C. DOGRA, Presiding Officer

नई दिल्ली, 26 सितम्बर, 2017

का.आ. 2362.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, मैसर्स एसआईएस इंडिया लिमिटेड व अन्य उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय दिल्ली सं. II के पंचाट (संदर्भ सं. 128/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07.09.2017 को प्राप्त हुआ था।

[सं. एल-14011/76/2013-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 26th September, 2017

S.O. 2362.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 128/2013) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to the General Manager, M/s. SIS India Ltd. and others and their workman, which were received by the Central Government on 07.09.2017.

[No. L-14011/76/2013-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE**BEFORE SH. HARBANSH KUMAR SAXENA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO-II,****KARKARDOOMA COURT COMPLEX, DELHI-110032****I.D. No. 128/2013**

Sh. Md. Tabrez Alam
C/o Ishaque 3 Lakra Room No.35,
Master Net Ram Complex,
Wazir Nagar, Kotla Mubarakpur,
New Delhi - 3

...Workman

Versus

1. The General Manager,
M/s. SIS India Ltd,
A-28, 29 Okla Industrial Area Phase-I,
Nagpur (MS), New Delhi
2. The Director,
All India Institute of Medical Sciences,
Ansari Nagar, New Delhi

...Management

EX-PARTE AWARD

The Central Government in the Ministry of Labour, New Delhi- 110001 has referred the following dispute for industrial adjudication to this Tribunal vide its notification No. L-14011/76/2013-IR(DU) Dated 25.10.2013.

“Whether the Action of the management of SIS India Ltd in refusing to employ which tantamount to termination of employment of the workman Shri Tabrez Alam with effect from 22.10.2012 is legal and/or justified and, if no, to what relief is the workman is entitled to; and what directions are necessary in this respect?”

On 18.11.2013 reference was received in this Tribunal. Which was registered as ID. No. 128/2013 and claimant/workman was called upon to file claim statement within fifteen days from date of service of notice. Which was required to be accompanied with relevant documents and list of witnesses.

After service of notice workman/claimant filed claim statement on 27.12.2013. Wherein he prayed as follows:-

“It is, therefore, most respectfully prayed that this Hon’ble Tribunal may be pleased to:-

- (i) Direct the respondent no.1 and 2 to reinstate the claimant instantly.
 - (ii) Direct the respondent no.1 to pay the pending wages of the claimant of total Rs. 1,23,748/- alongwith the interest @ 18% per year.
 - (iii) Any other relief as may deem fit and proper in the right of the abovesaid facts and circumstances.
- As prayed accordingly.”

Against claim/statement management No. 1 filed its written statement on 13.03.2014. Wherein he prayed as follows:-

“It is, therefore, most respectfully prayed that this hon’ble Tribunal may be please to:-

- (i) Direct the workman/claimant to settle the case under your guidelines and accept the permanent job based on vacant position in all units where security and intelligence services India Limited provide Security services, in delhi.
- (ii) Request to Hon’ble Tribunal please look in to the case on Sympathy ground and settle the case on Emmloyees & Employers benefits seems fit.”

Workman filed rejoinder against written statement of management No.1. Where-in he re-affirmed the contents of claim statement.

On 10.06.2014 on the basis of pleadings of parties following issues have been framed:-

1. Whether the action of the management of SIS India Ltd. in refusing to employ which tantamount to termination of employment of the workman Sh. Tabrez Alam with effect from 22.10.2012 is legal and/or justified and, if no to what relief is the workman is entitled to? If so its effect?
2. To what relief the workman are entitled to and from which date?

Fixed 30.06.2014 for workman evidence.

Workman filed his affidavit in his evidence. Which was tendered by him. Fixed 24.01.2017 for management evidence.

On 24.01.2017 management had not adduced any evidence. Hence evidence of management has been closed. And case was proceeded ex-parte against management. Fixed 01.02.2017 for ex-parte arguments of workman.

On 01.02.2017 none turn up. Hence in the interest of justice case was adjourned to 23.03.2017.

On 23.03.2017 advocate are on strike. Hence case was adjourned to 11.04.2017.

On 11.04.2017 workman sought adjourned. Hence case was fixed for 25.04.2017 for ex-parte argument of workman.

On 25.04.2017 ex-parte written argument of workman had been filed on behalf of workman. Hence Award was reserved.

In the light of ex-parte written argument of issue no.1 is to be decided.

It is admitted fact that management of SIS India during conciliation proceedings before Assistant Labour Commissioner (Central) filed following parawise reply of allegations of workman Mohd. Tarbez Alam:-

1. As per Md. Tarbej Alam demand for duty 12 hrs, Sis India limited Management are not approve for 12 hrs duty for any of his employees due to compliances issue.
2. As per deduction of Rs. 750/- as uniform cost, sir Our Company are issued 2 set of uniforms on concession rate to his employees in which 2 set of shirts, pants, and 1 set of belt, shoes, cap. Tie, jackets, belt, cap are issued on non returnable basis. All the deduction shall be made proper receiving duly stamped & sign by the company auth signatory and handed over to employees.
3. As per salary slip issue we provide salary slip to our employees on monthly basis in which amount of net salary are shown after deduction EPF & ESIC this based on fare basis and every employees are quite aware in what amount are credited in his bank account.
4. As per quit from the job without any intimation individual are absent from duty without any information. Our company unit in charge try to call him so many time but his cell phone (Available in company records) is switch off. Sir Company dealing in Security Sector and commit their Customers to secure their property on 24X7 basis, itt not possible for company to vacant a post of any security guard who is on leave or absent.

Sir As per our 1st hearing on dated 18th December 2012, we called to Md. Tarbez Alam to our Companies Regional office and offer him to retain his job on same term and conditions who is mutually agreed between Employees and Company. But Individual are demand for two month salary in which he is not performing duty. But sir Company management not liable to do so.

Sh. Pankaj Dubey Assitant Labour Commissioner, New Delhi submitted his failure report on 01.03.2013 to the Secretary, Govt. of India, Ministry of Labour and Employment, Sharam Shakti Bhawan, New Delhi.

Wherein he mentioned that the issue regarding non-payment of dues and unauthorized deductions was referred to LEO(C) for needful action vide letter dated 21.12.2012 under intimation to the workman concerned.

But workman filed his claim/statement on 27.12.2013 suppressing these facts. So contents of claim/statement is false and fabricated and evidence of workman based on which is unworthy of credit.

Which is neither corroborated by oral nor by documentary evidence.

Moreover workman has not furnished information to this Tribunal that what was done by LEO(C) in compliance of order passed by Assistant Labour Commissioner in respect of non-payment of dues and unauthorized deduction. Which materially affects the claim/statement of workman. In want of which claim/statement is not genuine.

Moreover claim/statement is devoid of merits in want of reliable, credible, and required evidence of workman claim of workman is liable to be dismissed.

In this background reference is liable to be decided against workman and in favour of management.

Which is accordingly decided and claim/statement is dismissed.

Award is accordingly passed.

Dated: 19.06.2017

HARBANSH KUMAR SAXENA, Presiding Officer

नई दिल्ली, 26 सितम्बर, 2017

का.आ. 2363.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, अशोक होटल, नई दिल्ली एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय दिल्ली सं. I के पंचाट (संदर्भ सं. 93/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1.09.2017 को प्राप्त हुआ था।

[सं. एल-42011/86/2014-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 26th September, 2017

S.O. 2363.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 93/2014) of the Central Government Industrial Tribunal-cum-Labour Court No. I, Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to the General Manager, Ashok Hotel, New Delhi and their workman, which were received by the Central Government on 01.09.2017.

[No. L-42011/86/2014-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

BEFORE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT No. 1, KARKARDOOMA COURT COMPLEX, SHAHDRA, DELHI

ID NO. 93/2014

Shri Jagdeep Singh,
S/o Shri Rishal Singh, & 61 others

Through

The President
Ashok Hotel Mazdoor Janta Union,
Ashok Hotel Staff Quarter No.C-47/48,
Chankyapuri,
New Delhi – 110021

...Workman

Vs.

The General Manager,
Ashok Hotel, 50-B, Chanakyapuri,
New Delhi
New Delhi – 110021.

...Management

AWARD

1. In the present case, reference was received from the Ministry of Labour, Government of India, vide a letter No.L-42011/86/2014-IR(DU) dated 14.10.2014 under clause (d) of sub-section (1) and sub-Section (2A) of Section 10 of the Industrial Disputes Act 1947. In short, the reference are for the adjudication of the industrial dispute, the terms of the reference are as under :-

“Whether Non-regularization of service of Sh.Jagdeep Singh S/o Shri Rishal Singh & 61 others by the management of Ashok Hotel is just, fair and legal? If not, what relief the workman concerned is entitled to?”

2. Both the parties were put to notice and it is clear from the statement of claim filed by the claimants that claimants are working with Ashok Hotel as Security Guards for the last many years and details of the workmen are given in Annexure A. The case of regularization of the claimants herein was taken up by their Union in its meeting held on 27.2.2013 and demand notice was served upon on 13.12.2013 on the basis of the resolution passed by the working committee of the union.

3. The union later on took up the matter with Labour Department on 19.12.2013 and in view of failure of the conciliation proceedings reference was made by the appropriate government as mentioned above to this Tribunal for adjudication of the industrial dispute.

4. It is the case of the claimants that initially the management used the services of the workmen through contractors i.e. M/s. Brave Heart Security Services, M/s. D.S.S. Security Services, M/s. TQSS Contractors and now M/s MESCO. There has been an agreement between Ashok Hotel and the so called contractors to pay the salary to the workmen by the management of Ashok Hotel through the said contractors and the claimants are working in the premises of Ashok Hotel and management of Ashok Hotel is the beneficiary of the workmen and the claimants. The job of the claimants is of perennial nature and same could not be done through the contractual employees. It is also alleged that Ashok Hotel is a government organization and the Hon'ble Apex Court in case of **Gujrat Electricity Board Vs. Hind Mazdoor Sabha**, held that no public sector/Govt Organization should use the services of contractual employees which is unfair labour practice. The so called contractors are alleged to be the middleman and the management has been paying salary to the workmen through them for which they are paid commission by the management of Ashok Hotel. The officials of the management of Ashok Hotel such as Manager, Security Department, DSO used to assign the duty to the claimants/workmen from time to time and their attendance was also marked by them. Their work was also supervised by the officers of the management of Ashok Hotel. The claimants have completed 240 days in each calendar year and they are gully entitled to regularization on permanent basis against permanent post which are vacant in the Hotel. The contracts between the management of Ashok Hotel and contractors are alleged to be sham and artificial as well as not genuine.

5. It is also the case of the claimants that they have been performing 8 hours of duty in all shifts, morning, evening and night ay all the gates alongwith permanent staff working as security guards. The claimants were also paid the benefit of golden jubilee i.e. Rs.1,000/- and Rs.500/- on account of good business in Ashok Hotel. It is further alleged in Para 19 of the statement that now the management in the hotel is paying salary to the employees through M/s Maharashtra Ex-Servicemen Corporation Ltd. Contractor on commission basis. There is also reference to the judgment of Hon'ble Supreme Court, wherein it is held that workmen are entitled to equal pay at par with the permanent employees.

6. The claim was contested by the Management who filed reply thereto and took preliminary objections that claim is totally misconceived and not legally tenable against the management. The claimants herein are employees of M/s Total Quality Security & Surveillance Systems Private Limited whereas regularization is being sought from the management. The management had entered into an agreement with the contractor on principle to principle basis and claimants are alleged to be the employees of the contractor and not that of management of Ashok Hotel. The management, on merits, denied most of the averments. However, it has not been categorically and specifically denied that claimants herein are not doing service for the benefit of the management of Ashok Hotel. There is reference to M/s Total Quality Security & Surveillance Systems Private Limited to whom the contract was given by the management for a period of one year for the commencement of the work. It is denied that the contractor is a middleman or contractor was being paid any kind of commission by the management. The management has denied the other averments made in the statement of claim and further alleged that rulings cited by the workmen in the plaint are not applicable to the facts of the present case as there is no relationship of employer and employee between the management of Ashok Hotel and claimants herein. Finally, prayer has been made for dismissal of the plaint.

7. The claimants filed rejoinder to the written statement filed by the management and reiterated the stand already taken in the statement of claim.

8. Against the factual background, this Tribunal on the basis of pleadings of the parties, framed the following issued on 01.10.2015.

- (1) Whether the claimants were employees of Total Quality Security and Surveillance Pvt. Ltd. as alleged?
- (2) As in terms of reference.

9. The claimants in order to prove their case against the management, examined Sh. S.S.Upadhyay as WW-1 who has tendered in evidence his affidavit Ex.WW1/A alongwith documents Ex.WW1/1 to 11. Claimants also examined 25 other claimants whose affidavits were duly admitted and proved on record. The management in the present case was proceeded *ex parte* vide order dated February 3, 2017. Both the parties have filed written submissions in support of the stand taken in their respective pleadings.

ISSUE NO. 1 & 2

10. Both these issues are taken up together for the purpose of discussion as they are inter-related and can be conveniently disposed of.

11. It is clear from the pleadings of the parties that claimants herein have specifically alleged that they were working in the employment of the management of Ashok Hotel as Security Guards and management has used the services of so called contractors who are simply middlemen. The management is having direct control over the working of the claimants whereas the management has alleged that the claimants are not the employees of the management of Ashok Hotel and they were engaged by the contractor. In this regard, it is appropriate to refer to Para 2 of the preliminary objections taken by the management wherein it is specifically alleged the claimants herein are employees of M/s Total Quality Service System and Surveillance Pvt. Ltd. and over all examination of the written statement by the management shows that there is no mention of the year i.e. date, month and year when management of Ashok Hotel entered into a contract with the contractor M/s. Total Quality Service Systems and Surveillance Pvt. Ltd. There is no mention of the name of the contractor who was exercising any kind of supervisory control over the claimants. There is no mention if any supervisor was engaged by the said Contractor on the spot so as to give any kind of any direction to the claimants herein.

12. Admittedly, the management had not examined any contractor so as to prove its stand taken in the written statement. The management has also not filed any certified copy of the contract between the management of Ashok Hotel and private contractor. At this stage, it is appropriate to refer to the oral evidence adduced by the claimant. Shri S.S.Upadhyay, while appearing as WW-1, has clearly stated in his affidavit Ex.WW1/A that he is President of Ashok Hotel Mazdoor Janta Union. He has further alleged that Shri Jagdeep Singh and 61 other security guards were working in the premises of Ashok Hotel and they are also members of above Union of which he is the President. The affidavit is almost repetition of statement of claim. He has also filed copy of the demand notice Ex.WW1/2 wherein there is a mention of the fact that Ashok Hotel is using the service of about 132 security guards/supervisors in the security department. He had also tendered in evidence various judgments of Hon'ble High Court. There is also letter Ex.WW1/7 wherein a complaint regarding less payment of wages to the security staff is lodged with the management. The claimants have also filed and tendered in evidence copy of manual Ex.WW1/8 issued by the Indian Tourism Development Corporation (ITDC) which contains various guidelines regarding paying of wages, rest days, holidays and over time etc.

13. The claimants have also filed duty roaster Ex.WW1/9 which bears the names of claimants and there is also mention of their duty hours. Letter Ex.WW1/10 also shows that Assistant Labour Commissioner (ALT) tried to amicably solve the dispute between the parties regarding the demand made by the claimants herein but of no heed.

14. Now, the vital question before this Tribunal is whether in the absence of any evidence adduced by the management in the form of production of contract agreement, examination of contractor etc., whether it can be said that claimants herein are in the employment of private contractor. It is clear from the written submissions made on behalf of management that management has been taking services of various contractors from time to time in connection with the security services of Ashok Hotel through private contractors. However, the stand of the management is that onus to prove that claimants herein are employees of the management is upon the claimants. In this regard, in the W.S. there is reference to admission made by the claimants in the statement of claim that they have been working in security department of Ashok Hotel through contractor.

15. The management has referred in written submissions that **Workmen of Nilgiri Coop. Mkt. Society Ltd. vs. State of Tamil Nadu (AIR 2004 SC 1639)**, wherein it has been held by the Hon'ble Apex Court that the person who takes a plea of existence of relationship of employer-employee, the burden would be upon him. There is also reference to the case **Steel Authority of India vs. National Union Waterfronts Workers & Ors. (AIR 2001 S.C. 3527)**.

16. The management has also annexed some other judgments of Hon'ble High Court and I would be referring the same in subsequent Paras while drawing my conclusions.

17. There is hardly any doubt with proposition of law that onus to prove that workmen are in the employment of a particular employer is always upon the workmen and it is for the workmen to lead reliable evidence to prove the said fact.

18. It is necessary to note here that in the subsequent judgment i.e. **Director Fisheries Terminal Division Vs. Bhikubhai Meghajibhai Chavda (AIR 2010 SC 1236)** while referring to the earlier judgment in case of **R.M.Yellatti vs. Asstt. Executive Engineer [2006 SCC 9 (L&S)] page 1**, the Hon'ble Apex Court observed as under :

"17 ... However, applying general principles and on reading the (aforesaid) judgments, we find that this court has repeatedly taken the view that burden of proof is on the claimant to show that he had worked for 240 days in a given year. This burden is discharged only upon the workman stepping up in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary. In cases of termination of services of daily waged earners, there will be no letter of appointment of termination. There will also be no receipt or proof of payment. Thus, in most cases, the workman (the claimant) can only call upon the employer to produce before the court the nominal muster roll for the given period, the letter of appointment or termination, if any, the wage register, the attendance register, etc. Drawing of adverse inference ultimately would depend thereafter on the facts of each case."

“17. Applying the principles laid down in the above case by this Court, the evidence produced by the appellants has not been consistent. The appellant claims that the respondent did not work for 240 days. The respondent was a workman hired on a daily wages basis. So it is obvious, as this court pointed out in the above case that he would have difficulty in having access to all the official documents, muster rolls etc. in connection with his service. He has come forward and deposed, so in our opinion the burden of proof shift to the appellant employer to prove that he did not complete 240 days of service in the requisite period of constitute continuous service.”

19. In the case in hand, so far as factum of taking service from the claimants herein is concerned, during hearing of the case, management admitted that claimants are working as supervisors/security guards in the premises of Ashok Hotel. It was also not denied that from time to time management is contractors and majority of the workmen remain the same despite the change of the contractors. It is also clear from the perusal of the duty roster Ex.WW1/9 that the claimants herein were working in the establishment of Ashok Hotel and performing their duties in rotation under the supervision and control of the management of Ashok Hotel. There is also copy of Ex.WW1/10 i.e. gate pass of the claimants which further shows that claimants were working in Ashok Hotel and the said gate passes were valid for the gates mentioned therein. The management has also made payment to the claimants on account of golden jubilee celebration. As discussed above, in the present case, the management has not turned in the witness box so as to state any material facts on oath nor management has taken due care to file copy of any contract agreement which was entered between the management of Ashok Hotel and the private contractor. In such circumstances, version of the claimants who have entered into the witness box and also made statement in support of the stand taken in the plaint cannot be ignored. Evidence adduced by the claimant remains unrebutted and even the cross-examination of the witness by the management has not revealed anything so as to help the case of the management. In such circumstances, this Tribunal is going to draw an adverse inference against the management.

20. I have carefully gone through the ratio of the case **Steel Authority of India Vs. National Union Waterfront Workers & Ors., AIR (2001) 7 SCC 3527**, wherein Hon'ble Supreme Court considered extensively various provisions of the Industrial Disputes Act, 1947 as well as Contract Labour Act 1970 alongwith relevant notification issued under section 10 of the Contract Labour Act, 1970. A critical appraisal of the above judgment would show that the Hon'ble Apex Court has taken into consideration the entire spectrum of the case law on the subject and held in Para 107 and under :

“107. An analysis of the cases discussed above, shows that they fall in three classes: (i) where contract labour is engaged in or in connection with the work of an establishment and employment of contract labour is prohibited either because the industrial adjudicator/court ordered abolition of contract labour or because the appropriate Government issued notification under Section 10(1) of the CLRA Act, no automatic absorption of the on contract labour working in the establishment was ordered; (ii) where the contract was found to be a sham and nominal, rather a camouflage, in which case the contract labour working in the establishment of the principal employer were held, in fact and in reality the employees of the principal employer were held, in fact and in reality, the employees of the principal himself. Indeed, such cases do not relate to abolition of contract labour but present instances wherein the Court pierced the veil and declared the correct position as a fact at the stage after employment of contract labour stood prohibited; (iii) where in discharge of a statutory obligation of maintaining a canteen in an establishment the principal employee availed the services of a contractor the courts have held that the contract labour would indeed be the employees of the principal employer.”

21. Ratio of the above judgment has been cited with approval in all the subsequent pronouncements by the various High Courts as well as the Hon'ble Supreme Court and while making various conclusions, ratio of the law in **Hussanbhai case** (the judgments decision) was approved and ratio of the judgment in **Air India Statutory Corporation Vs. United Labour Union (1997) 9 SCC 377** was partly overruled prospectively. I was also made clear that neither Section 10 of the Contract Labour Act nor any other provisions under the Act, where expressly or by necessary implication provides for automatic absorption of the contract labour on issuance of notification by the appropriate government under sub-Section 1 of Section 10 prohibiting employment of contract labour in any process, operation or other work in any establishment. Matter is to be decided judiciously by the Industrial Adjudicator where a contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for the work of the establishment under a genuine contract or is merely a ruse/camouflage to evade compliance with various beneficial legislation so as to deprive the workers of the benefit thereunder. If the contract is found to be not genuine but a mere camouflage, the so-called contract labour will be treated as employees of the principal employer who shall be directed to regularize services of the labour in the establishments concerned, subject to the conditions as may be specified by it for that purpose in the light of Para 6 hereunder :

“(6) if the contract is found to be genuine and prohibition notification under Section 10(1) of the C.L.R.A., Act in respect of the concerned establishment has been issued by the appropriate Government, prohibiting employment of contract labour in any process, operation or other work of any

establishment and where in such process, operation or other work of the establishment the principal employer intends to employ regular workmen he shall give preference to the erstwhile contract labour, if otherwise found suitable and, if necessary, by relaxing the condition as to maximum age appropriately taking into consideration the age of the worker at the time of their initial employment by the contractor and also relaxing the condition as to academic qualifications other than technical qualifications.”

22. This Tribunal has to keep one thing in mind that the Industrial Disputes Act as well Contract Labour Act are essentially social and beneficial legislations. The scheme of the Contract Labour Act 1970 is to regulate conditions of workers under the contract labour system and prohibit engagement of contract labour when notification has been issued under Section 10 of the said Act. Section 12 of the said Act bars a contractor from undertaking or executing any work through contract labour, except under and in accordance with a licence issued. Section 23, 24 and 25 of the Act makes contravention of provisions of the Act punishable thereunder. There is also requirement for the principal employer of the establishment to get itself registered under Section 7 of the Act so as to avail the benefit of provisions of the Act. Similarly, contractor has to obtain licence as required under section of 12 of the Act.

23. It is clear from the pleadings of the parties in the present case that there is no issuance of prohibition notification under section 10 Contract Labour (Regulation & Abolition) Act, 1970, (hereinafter stated as CLRA Act). However, Shri S.S.Upadhyay, Ld. A/R for the workmen referred to Ex.WW1/3 which is the standing order of Ashok Hotel. Section 3 of the said order deals with classification of the employees and it was urged that condition of service of claimants herein is to be governed by the said management. It is also not in dispute that most of the claimants herein are working with the management of the Ashok Hotel for the last several years and evidence led by the claimants also suggests that supervisor as well as administrative control of such claimants is that of the officials of the management of the Ashok Hotel. There is no evidence on record to suggest that any supervisor was appointed by him who was issuing any kind of direction to such workers or was exercising any control upon them. The management has not produced any license as required u/s 12 of CLRA Act, in respect of any of the contractor who were engaged from time to time by the management, nor there is any proof filed by the management that it was duly registered in terms section 7 of the CLRA Act with the appropriate Govt. In such circumstances, this Tribunal is of the clear view that the claimants herein cannot be held to be in the service of private contractor.

24. In fact, the CLRA Act primarily deals with the abuses of the contract labour and also to provide security to the contract labour engaged through the private contractor. This approach is clearly discernible from the provisions of CLRA Act. The Hon'ble Apex Court in the above case partly overruled the ratio of the case in AIR India Statutory Corporation case and held that it is not possible to perceive in Section 10 of the CLRA Act any implicit requirement of automatic absorption of contract labour by the principal employer in the establishment concerned on issuance of notification by the appropriate government u/s 10(1) CLRA Act prohibiting employment of contract labour in a given establishment. Consequently the principal employer cannot be required to order absorption of the contract labour working in the establishment concerned.

It was also held in the above case as under :-

“The word “workman” is defined in wide terms. It is a generic term of which contract labour is a species. It is true that a combined reading of the terms “establishment” and “workman” shows that a workman engaged in an establishment would have direct relationship with the principal employer as a servant of master. But what is true of a workman could not be correct of contract labour. Then circumstances under which contract labour could be treated as direct workman of the principal employee have been held to be only the following ones :

- (i) **Where the contract was found to be a sham and nominal, rather a camouflage, in which case the contract labour working in the establishment of the principal employer were held, in fact and in reality, the employees of the principal employer himself. Indeed, such cases do not relate to abolition of contract labour but present instances wherein the Court pierced the veil and declared the correct position as a fact at the stage after employment of contract labour stood prohibited, and**
- (ii) **Where in discharge of a statutory obligation of maintaining a canteen in an establishment the principal employer availed of the services of a contractor and the court held that the contract labour would indeed be the employees of the principal employer.**

25. It is not necessary to mention here the question whether the particular agreement or contract entered between the principal employer and private contractors is bogus, sham, nominal etc. is to be decided by the Industrial Adjudicator who can probe into the matter so as to ascertain the terms and conditions of the agreement or contract.

26. But as discussed above in the case on hand, the management has neither filed certified copy of the agreement of contract which was entered between the management and the private contractor nor any step was taken by the management to examine the contractor or any supervisor who was deployed by the contractor, if any. The ratio of Steel

Authority of India has been subsequently followed in almost every case by the Hon'ble Apex Court and it is clear that there are number of factors which are taken into consideration by the Industrial Adjudicator so as to come to the conclusion where workmen in establishment are employees of the principal employer or that of the contractor. The relevant factors are who is having actual and immediate control over such workmen, who is paying the salary to such workmen, the place where the workmen are working and who is exercising supervisory control over such workmen including directions given to such workmen regarding performance of duty.

27. Another relevant factor is who is marking attendance of the workmen during the office hours. All these factors could have been ascertained by this Tribunal, steps were taken to produce any of the witness from the management so as to prove that claimants herein are in the employment of the contractor and not the management. The evidence adduced in the present case by the workmen is explicit and it is clear from the evidence on record that workmen were being given directions regarding performance of duty by the officials of management of Ashok Hotel who were directing and having the supervisory control over them. The workmen are working in the premises of Ashok Hotel and performing their duties and it is clear from the evidence on record that their attendance was also being marked by the officials of Ashok Hotel. Not only this, the workmen were being directed to perform duty in the particular manner and at a particular place on the directions of officials of Ashok Hotel. Simply because the salary to the claimants herein is being paid through so-called contractor would not be conclusive proof of relationship of employer and employee between the contractor and the claimants. The contractor in fact simply allowed his name to be used by the management so as claimants herein put a claim themselves directly in the employment of Ashok Hotel. The so-called contractor is simply the name lender who is not having any kind of supervisory or disciplinary control over the management. In fact, the workmen are in the employment of management from the very beginning and from time to time as is clear from the W.S. and written submissions of the management.

28. The Tribunal cannot ignore the vital factor that the work performed by the workmen claimants herein is of regular and perennial nature. It is not a seasonal work or a temporary work so as to engage contract labour for the performance of the same. The extract of the contract manual filed by the claimants Ex.WW1/3 also shows that the management can employ the workmen whose classification is given in Section of the certified standing orders. The union of the workmen from time to time has also raised this issue with the management for permanent absorption of the workmen and also committal of unfair practices by the management. There is long line of judgments of the Hon'ble Apex Court wherein the Court has strongly deprecated the practice of engaging contract labour in such an establishment where the work is of regular and perennial nature but this has no impact on the management who is following the policy of hire and fire regarding engagement of so called contract labour who in fact are doing jobs with the management for several years.

29. The reference in the present case has been received from the government to the effect whether non-regularization of the service of the claimants herein by the management of Ashok Hotel is just and fair. The Id. A/R for the workmen has also relied upon various judgments so as to show that claimants herein are in the employment of management of Ashok Hotel. In view of above discussion, it is held that claimants are not employees of M/s. Total Quality Security & Surveillance Systems Private Limited who has neither been examined nor any contract/agreement has been proved by the management. Resultantly, both these issues are decided in favour of claimants and against the management.

30. The result of the above discussion is that claimants herein cannot be said to be in the employment of contractor and they are held to be employees of the management. As a sequel to this, it is further held that claimants are entitled to be considered for regularization as per the policy/rule or regulations applicable to their regular counter parts, who are performing the similar job.

31. Let a copy of this Award be sent for publication as required under section 17 of the Act.

Dated : 31.08.2017

A. C. DOGRA, Presiding Officer

नई दिल्ली, 26 सितम्बर, 2017

का.आ. 2364.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत सरकार, विज्ञान और प्रौद्योगिकी मंत्रालय, नई दिल्ली के माध्यम से एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, दिल्ली सं. I के पंचाट (संदर्भ सं. 83/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31.08.2017 को प्राप्त हुआ था।

[सं. एल-42025/03/2017-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 26th September, 2017

S.O. 2364.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 83/2014) of the Central Government Industrial Tribunal-cum-Labour Court No. I, Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to the Union of India, through Ministry of Science and Technology, New Delhi and their workman, which were received by the Central Government on 31.08.2017.

[No. L-42025/03/2017-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

BEFORE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 1, KARKARDOOMA COURT COMPLEX, SHAHDRA, DELHI

ID NO. 83/2014

Shri Rajinder
S/o Shri Mang Daya Ram,
R/o P-1/117, T-Huts,
Sultan Puri, Park,
New Delhi – 110086

... Workman

Vs.

Union of India (UOI)
Through Ministry of Science and Technology
Having office at
Department of Science & Technology,
Technology Bhawan,
New Mehrauli Road,
New Delhi – 110016.

... Respondent/Management

AWARD

1. This is a claim petition directly filed under sub-Section 2 of Section 2A of the Industrial Tribunal Act (in short the Act) by the claimant Sh. Rajinder with the averments that he was employed for conservancy work as a daily wager by the management on 01.12.2009. The last drawn salary of the claimant was Rs.6,000/- per month. The claimant was discharging his duties regularly, honestly and diligently. He never gave any chances to the management for any complaint. He was not issued any I-card by the management. However, he was given regular passes by the management for entering the premises of the management. The claimant has worked for more than 240 days in the calendar year with the management during the preceding year and copy of the attendance sheet is also attached with the claim petition. The attendance of the claimant was marked by the designated official of the management. The management never provided any salary slip, casual leave or medical leave etc despite demand being made by the claimant.

2. It is the case of the claimant that his service was terminated on 04.09.2012 without assigning any reason and without following any procedure under the Act. The management did not give any salary to the claimant for the month of September, 2012.

3. Thereafter, the claimant served the management with a legal notice demanding reinstatement of the services but the management did not reply the said notice. It was thereafter that the claimant filed a complaint with the Asstt. Labour Commissioner (ALC) on 6.5.2014 and management also appeared before the ALC but did not give any reply to the claim of the claimant. After about three months of the proceedings by the ALC, no solution could be worked out as a result of which failure report was prepared by the ALC on 26.8.2014. Claimant has made a prayer for his reinstatement with full back wages.

4. The claim was refuted by the management who filed reply thereto and took preliminary objections. It is alleged that claimant Rajinder Kumar was engaged as a daily wager from market in DST premises w.e.f. 01.12.2009 and he was entrusted with conservancy work which was earlier carried out by CPWD contractor. The claimant was not engaged against any Group 'D' post of the department nor he was performing duty of regular nature. He was paid wages as per the notification issued by the Government of NCT of Delhi under the provision of the Act. He was engaged on need basis only and was not engaged through Distt. Employment Exchange.

5. On merits, the management has denied the other averments. It is alleged in para 5 of the W.S. that the workman has left the job on his own and his service was not terminated by the management. A prayer has been made for the dismissal of the claim filed by the claimant.
6. Claimant filed rejoinder to the W.S. filed by the management and reasserted his stand taken in the claim petition.
7. Based on these facts, this Tribunal vide order dated 12.1.2015 raised the following issues.
“Whether the services of the workman has been terminated illegally and in violation of the provisions of the Act.”
8. The claimant in order to prove the case against the management examined himself as WW1 and tendered in evidence his affidavit as Ex.WW1/A alongwith documents Ex.WW1/1-4.
9. The management in order to rebut the case of the claimant examined Shri Saumitra, Under Secretary, as MW1 who has also tendered in evidence documents Ex.MW1/1-4.
10. I have heard Shri Brahmanand Gupta A/R for the claimant and Shri Ramanand Kashyap A/R for the management.

Issue No. 1:

11. It is clear from the pleadings of the parties that claimant herein was engaged as daily wager with the management on 01.12.2009. This fact is duly admitted by the management in its W.S. and in affidavit Ex. MW1/A. It is further clear from the pleadings that he was given the conservancy service which was earlier carried out by the CPWD contractor. The case of the claimant is that his service was illegally terminated by the management on 04.9.2012 without assigning any reason or service of any notice.
12. It is clear from the perusal of the document Ex.WW1/1 that claimant was engaged alongwith other three daily wagers by the management and this letter clearly shows that these four daily wagers were permitted to enter Technology Bhavan premises for scavenging work for the period from 03.1.2011 to 15.2.2011. The other document annexed with Ex.WW1/1 also shows that such passes were issued by the management from time to time to claimant Rajinder Kumar as well as other co-workers. There is also mention of conservancy service in some other letter filed by the claimant.
13. The claimant has also filed extracts of the attendance Ex.WW1/2 which clearly shows that management has engaged the service of the claimant during December, 2009 onwards. The claimant has also filed the failure report copy of which is Ex.WW1/4.
14. It is necessary to mention here that sole witness of the management namely Saumitra while appearing as MW1 has admitted in his cross examination that claimant used to perform his daily duty of conservancy work which includes the dusting etc. He was normally working five days in a week like the regular employees. He however, admitted that no notice was issued to the claimant when he stopped attending office after 17.5.12. He further admitted that I-cards were also issued as such Ex.WW1/1. It is thus clear from the documentary evidence on the record that claimant was performing his duty regularly with the management since 2009.
15. There is no merit in the contention of the management that claimant stopped attending the office since 17.5.2012. It is pertinent to mention here that attendance register of the claimant Ex.WW1/2 clearly shows that till August, 2012 his presence has been marked by the management. Thus, it falsifies the stand taken by the management that claimant stopped attending the office after 17.5.12.
16. Admittedly, in the present case no show cause notice was issued to the claimant before terminating his service nor one month salary was paid to the claimant in lieu of such notice as required under Section 25 F of the Act.
17. Section 25 F lays down the conditions precedent to the retrenchment of the workman and require the employer to give one month notice to the workman in writing or one month wages in lieu of such notice as well as retrenchment of compensation to such workman. This provision is mandatory and violation of the same would render action against the management under the law. The Hon'ble Apex court in *Bhuvnesh Kumar Dwivedi vs. M/s Hindalco Industries Ltd.* (2014 LAB.I.C. 2643 Supreme Court) interpreted the provisions of Section 25 F of the Act and observed as under:
“13. no workman employed in any industry who has been in continuous service for not less than one year under an employer can be retrenched by that employer until the conditions enumerated in Clauses (a) and (b) of Section 25 F of the Act are satisfied. In terms of Clause (a), the employer is required to give to the workman one month's notice in writing indicating the reasons for retrenchment or pay him wages in lieu of the notice. Clause (b) casts a duty upon the employer to pay to the workman at the time of retrenchment, compensation equivalent to fifteen days' average pay for every completed year of continuous service of any part thereof in excess of six months. This Court has repeatedly held that Section 25F(a) and (b) of the Act is mandatory and non-compliance thereof renders the retrenchment of an employee nullity.”

18. It is thus clear from the ratio of the above authorities that compliance of provisions of Section 25 F is mandatory under the law and violation of the same would render action against the management to be illegal or void under the law.

19. The claimant has in his affidavit clearly stated that he was not gainfully employed after his termination nor there is any evidence on record to show that claimant was doing any kind of job after his termination. Under such circumstances, it is reasonable to presume that claimant was out of job after his termination. The hon'ble Apex Court in case "**Deepali Gundu Surwase v. Kranti Junior Adhyapak Mahavidyalaya**" has held as under :

20. The propositions which can be culled out from the aforementioned judgments are :

- i) In cases of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.
- ii) Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he/she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then I has to plead and also lead cogent evidence to prove that the employee/workman was gainfully employed and was getting wages equal to the wages he/she was drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averments about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments."

21. The Hon'ble Apex Court also held that different expressions are used for describing the consequence of termination of a workman's service/employment/engagement by way of retrenchment without complying with the mandate of Section 25F of the Act. Sometimes it has been termed as ab initio void, sometimes as illegal per se, sometime as nullity and sometimes as non est. Leaving aside the legal semantics, we have no hesitation to hold that termination of service of an employee by way of retrenchment without complying with the requirement of giving one month's notice or pay in lieu thereof and compensation in terms of Section 25F (a) and (b) has the effect of rendering the action of the employer and nullity and the employee is entitled to continue in employment as if his service was not terminated. (*Anoop Sharma Vs. Executive Engineer, Public Health Division No. 1 Panipat* (2010) 5 SCC 497).

22. It is clear from the evidence on record that no evidence has been adduced by the management to the effect that claimant was in employment after termination since the nature of the work of the claimant is regular in nature as such the workman deserves to be reinstated with full back wages.

Relief:

23. As a sequel to my above discussion, it is held that termination of the service of the claimant by management is totally illegal and against the provisions of Section 25 F of the Act.

24. Since the job of conservancy or dusting etc. is regular in nature and even today the workman is required to perform such duty, as such this Tribunal is of the considered opinion that service of the claimant is liable to be reinstated with full back wages.

25. Let a copy of this Award be sent for publication as required under section 17 of the Act.

Dated : 24.08.2017

A. C. DOGRA, Presiding Officer

नई दिल्ली, 26 सितम्बर, 2017

का.आ. 2365.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आयुक्त, पूर्व दिल्ली नगर निगम, नई दिल्ली एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय दिल्ली सं. I के पंचाट (संदर्भ सं. 8/2016) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28.08.2017 को प्राप्त हुआ था।

[सं. एल-42011/170/2015-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 26th September, 2017

S.O. 2365.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 8/2016) of the Central Government Industrial Tribunal-cum-Labour Court No. I, Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to the Commissioner, East Delhi Municipal Corporation, New Delhi and their workman, which were received by the Central Government on 28.08.2017.

[No. L-42011/170/2015-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL-TRIBUNAL-CUM LABOUR COURT NO. 1, KARKARDOOMA COURT COMPLEX, DELHI

ID No. 8/2016

The General Secretary,
MCD General Mazdoor Union,
Room No.95, Barrack No.1/10,
Jam Nagar House, Shahjahan Road,
New Delhi

...Workman

Versus

The Commissioner,
East Delhi Municipal Corporation,
Udyog Sadan, Plot No.419,
Patparganj Industrial Area,
Shahdara,
New Delhi 110 092

...Management

AWARD

By this award, I shall be disposing of the reference received vide letter No.L-42011/170/2015-IR(DU) dated 21.12.2005 under clause (d) of sub-section (1) and sub-section 2A of Section 10 of the Industrial Disputes Act, 1947(in short the Act) from the Central Government, Ministry of Labour and Employment for adjudication of an industrial dispute, terms of which are as under:

‘Whether the action of the management of East Delhi Municipal Corporation, by not granting the status of Chaudhary to Shri Shyam Singh S/o Shri Ran Singh and the applicable scale of Rs.950-1500 revised from time to time with effect from 01.05.1993 is fair and legal? If not, what relief the workman is entitled to and from which date?’

2. Both the parties were put to notice and it is clear from perusal of statement of claim filed by Shri Shyam Singh, the claimant herein, that he was employed on muster roll in the year 1981 and with effect from 06.03.1984 he was employed as regular mali. Thereafter, he has been doing the job of officiating Chaudhary since 01.05.1993 as per orders issued to him by the Horticulture Department. He was posted under Shri Mahavir Singh, AD((Horticulture and Shri P.S. Harit, Deputy Director (Horticulture), Shahdara North Zone but he was denied pay scale of chaudhary as revised from time to time. Claimant has also annexed list of officiating Chaudhary which is Annexure A.

3. It is the case of the claimant that there was no qualification prescribed for making promotion to the post of Chaudhary. Management has fixed different pay scales of mali, Chaudhary etc. in accordance with their job and non-grant of pay scale to the claimant herein amounts to forced labour and unfair labour practice. Claimant has got payment in the lower pay scale of Rs.750-940 revised from time to time and he has been denied pay scale of Rs.950-1500, which is the pay scale of Chaudhary and claimant is performing duties of the same since 01.05.1993. Duties of mali is presently of an unskilled workman whereas duties of Chaudhary is skilled in nature belonging to Group C category of employees.

4. There is also reference to the judgement of the Hon'ble High Court of Delhi in the matter of Jai Chand Vs MCD wherein pay scale of Chaudhary has been granted to such malis who were officiating as Chaudhary in compliance to the directions passed by the Hon'ble High Court. In the above writ petition, management has issued order dated 04.03.2005 . In the recent judgement, Hon'ble High Court vide judgement dated 27.07.2011 has settled the

matter in MCD Vs. Sultan Singh as well as in the case of MCD vs. Mahipal vide which plea of the management for non grant of pay scale of officiating Chaudhary has been considered and rejected by the Hon'ble High Court in the above writ petition. In view of this, claimant is entitled for pay scale of Chaudhary i.e. Rs.950-1500 revised from time to time with effect from 01.05.1993.

5. The claim of the claimant was contested by the management who filed reply and took various preliminary objections regarding delay and laches etc. It is alleged that the claimant herein was regularized on the post of mali with effect from 06.03.1984 and is not entitled for status of Chaudhary with effect from 06.03.1984. Claimant was required to pass the trade test and he appeared in the trade test in 2014 but the claimant did not secure appropriate marks for promotional post and hence his name did not figure in the merit list. Recruitment to the post of Chaudhary is totally different from that of the mali and only persons having qualification of 10th pass with Agriculture coupled with clearing of trade test can be considered for the post of Chaudhary as mentioned in Annexure B. Management has denied the other material averments made in the statement of claim. It is also been alleged that on account of delay and laches, claimant is not entitled for the same.

6. Rejoinder to the written statement was filed by the claimant wherein the stand taken in the written statement has been reiterated and the material facts given in the written statement have been refuted.

7. Against his factual background, this Tribunal, based on the pleadings of the parties, framed the following issues vide order dated 03.01.2017:

- (i) Whether no demand notice has been served as alleged and whether the claim is not legally maintainable due to delay & laches?
- (ii) In terms of reference
- (iii) Relief

8. Claimant, in order to prove his case against the management examined himself as WW1 and Shri B.K. Prasad as WW2 and their affidavits are Ex.WW1/A and Ex.WW2/A respectively. They have also tendered in evidence various documents and I would be referring to the same during the course of my discussions in the subsequent paras. Management, in order to rebut the case of the claimant, examined Shri Vijay Pal Sharma as MW1, whose affidavit is Ex. MW1/A and he has relied on documents Ex.MW1/1 and Ed.MW1/2.

9. I have heard Shri B.K.Prasad, A/R for the claimant and Shri Narender Singh, A/R for the management.

Issue No. (i)

10. It is clear from the preliminary objections taken in the written statement by the management that the management has raised objections that no demand notice has been served upon the management nor the MCD General Mazdoor Union has any locus standi to raise the present dispute as the union is not a recognized union of the management. To my mind, there is no requirement of law that a dispute can be raised only by a recognized union. In this regard, it is appropriate to refer to the judgement of the Hon'ble Apex Court in the case of State of Bihar Vs. Kripa Shankar Jaiswal [AIR 1961 (2) SC Report 1] wherein also objection was taken on behalf of the management that the union was not a registered under the Trade Union Act on the date of the settlement and said plea was rejected by observing as under:

'Held, that for a dispute to constitute an industrial dispute it is not a requisite condition that it should be sponsored by a recognized union or that all the workmen of an industrial establishment should be parties to it. A settlement arrived at in course of conciliation proceedings falls within [Section 18\(3\)\(a\)](#) and (d) of the [Industrial Disputes Act](#) and as such binds all the workmen though an unregistered union or only some of workmen may have raised the dispute. The absence of notice under [Section 11\(2\)](#) by the Conciliation Officer does not affect the jurisdiction of the conciliation officer and its only purpose is to apprise the establishment that the person who is coming is the conciliation officer and not a stranger. Any contravention of [Section 12\(6\)](#) in not submitting the report within 14 days may be a breach of duty on the part of the conciliation officer; it does not affect the legality of the proceedings which terminated as provided in [Section 20\(2\)](#) of the Act.

11. Hence, issue No.(i) is answered in favour of the claimant and against the management.

Issue No. (ii) and (iii)

12. It is clear from the plea of the parties that the claimant has joined services of the management in the year 1984. During the course of arguments it was not denied that the claimant was appointed as regular mali with effect from 06.03.1984. Case of the claimant is that he is performing duties of officiating Chaudhary since 01.05.1993 on the directions of officials of Horticulture Department. It was strongly urged on behalf of the claimant that he joined services with the management in the year 1981. During the course of arguments, it was not denied that the claimant was

appointed as regular mali with effect from 06.03.1984. The case of the claimant is that he is performing duties of Garden Chaudhary on the directions of Horticulture Department. It was strongly urged on behalf of the claimant that in view of decision given by Hon'ble High Court in the case of MCD vs Sultan Singh as well as MCD vs Mahipal Singh there is hardly any scope for the plea being raised by the management that the claimant was not having requisite qualification so as to promote him to the post of Garden Chaudhary. It is clear from perusal of Ex.WW1/1 which is the list of Garden Chaudhary employed with Horticulture Department of Shahdara, they are regular Garden Chaudhary who were performing duties as regular/officiating Chaudhary. In the said list, name of the claimant appears at serial No.18. There is also a column 'Date from which functioning as officiating Chaudhary' and in the same is mentioned as '1999' and in the 'Qualification' column, there is mention of '8th pass.' He is having experience on the said post since 1990.

13. The main attack of the management is that the claimant herein was not having requisite qualification and that he has passed the requisite trade test in 2014, as such, there is no question of grant of pay scale of Garden Chaudhary to the claimant from 1999 and from the date of his having passed the trade test in 2014, he is entitled for the scale of Garden Chaudhary. There is no merit in the stand taken by the management in its reply, that the workman here is not entitled for promotion to the post of Chaudhary inasmuch as he has not appeared in the trade test conducted by the department. To my mind, this plea is devoid of any merit inasmuch as similarly situated other workers who were performing duties of Chaudhary, i.e. acting Chaudhary have been granted pay scale of Garden Chaudhary after judgement dated 27.07.2011 rendered by the Hon'ble High Court in the case of MCD vs. Sultan Singh as well as MCD vs. Mahipal(WP 5550 of 2010). Operating portion of the judgement in Sultan Singh (supra) of the Hon'ble Division Bench is as under:

“28. Considering the entire facts and circumstances it is apparent that the claim of the respondents have always been that they should be paid the difference in pay of Mali/Chowkidar and the Garden Chaudhary as they were made to work on the post of Garden Chaudhary whereas the petitioner had first denied that they worked as Garden Chaudharies, then took the plea that the Assistant Director (Horticulture) was not competent to ask the respondents to work as Garden Chaudharies and that the respondents cannot be appointed to the post of Garden Chaudharies in accordance with the recruitment rules. There is no doubt that respondents are not claiming appointment to the post of Garden Chaudharies on account of having worked on ad-hoc basis on the post of Garden Chaudhary contrary to rules or that some of them not having the requisite qualifications are entitled for relaxation.

29. In the entirety of facts and circumstances therefore, the learned counsel for the petitioner has failed to make out any such grounds which will impel this Court to exercise its jurisdiction under Article 226 of the Constitution to set aside the orders of the Tribunal dated 29th January, 2010 and 7th October, 2010 as no illegality or un-sustainability or perversity in the orders of the Tribunal has been made out.

30. The writ petition is, therefore, dismissed. Parties are left to bear their own cost.”

14. It is further clear that SLP was also filed by MCD before the Hon'ble Apex Court vide IA No.2 WP for special leave S20069/2011 MCD vs. Sultan Singh and others which was also dismissed as withdrawn vide order dated 09.04.2012. It is further clear that the Hon'ble High Court in Sultan Singh case strongly deprecated the stand taken by the management that the workmen were not possessing requisite qualification or have not qualified the test etc. It was clarified that since the workmen were discharging duties to the post of Garden Chaudhary, as such, workmen were entitled for the salary of Garden Chaudhary and competent authority need not look into anything else except the fact that the workman had worked as Garden Chaudhary. Therefore, stand taken by the management that the workman herein could not qualify the trade test conducted by the Department is without any merit and has no relevance so far as question of grant of salary against the post of Garden Chaudhary is concerned.

15. It is not out of place to mention here that even if the workman herein was not a party in Sultan Singh case referred above, judgement of the Hon'ble High Court is binding on the management and management is required to implement the same in letter and spirit and the same is judgement in rem, and all similarly situated workmen are required to be accorded the benefit of the said judgement of the Hon'ble High Court, which have become final. There is no question of even plea of delay and laches when management had not led any evidence to prove the same. The Hon'ble High Court has decided an abstract proposition of law, i.e. a mali who is performing duty as officiating/acting Chaudhary is entitled to the salary/wages of Chaudhary. Law is fairly settled that if a person is working on a higher post, on adhoc or temporary basis, even such workman is entitled to salary/wages of higher post, unless rules or regulations specifically provides otherwise. I find support to this view from Secretary vs. Lieutenant Governor Port Blair (1998 Lab.I.C. 598), yet in another case, Hon'ble Apex Court while considering that question of grant of benefits to similarly situated employees who were not party to the writ petition or lis in the case of State of Uttar Pradesh vs. Arvind Kumar Srivastava (2015) 1 SCC 347 observed as under:

“The moot question which requires determination is as to whether in the given case, approach of the Tribunal and the High Court was correct in extending the benefit of earlier judgment of the Tribunal, which had attained finality as it was affirmed till the Supreme Court. The legal principles that can be culled from the judgments, cited both by the appellants as well as the respondents, can be summed up as under:

(1) Normal rule is that when a particular set of employees is given relief by the Court, all other identically situated persons need to be treated alike by extending that benefit. Not doing so would amount to discrimination and would be violative of [Article 14](#) of the Constitution of India. This principle needs to be applied in service matters more emphatically as the service jurisprudence evolved by this Court from time to time postulates that all similarly situated persons should be treated similarly. Therefore, the normal rule would be that merely because other similarly situated persons did not approach the Court earlier, they are not to be treated differently.

(2) However, this principle is subject to well recognized exceptions in the form of laches and delays as well as acquiescence. Those persons who did not challenge the wrongful action in their cases and acquiesced into the same and woke up after long delay only because of the reason that their counterparts who had approached the Court earlier in time succeeded in their efforts, then such employees cannot claim that the benefit of the judgment rendered in the case of similarly situated persons be extended to them. They would be treated as fence-sitters and laches and delays, and/or the acquiescence, would be a valid ground to dismiss their claim.

(3) However, this exception may not apply in those cases where the judgment pronounced by the Court was judgment in rem with intention to give benefit to all similarly situated persons, whether they approached the Court or not. With such a pronouncement the obligation is cast upon the authorities to itself extend the benefit thereof to all similarly situated person. Such a situation can occur when the subject matter of the decision touches upon the policy matters, like scheme of regularization and the like (see [K.C. Sharma & Ors. v. Union of India](#) (supra)). On the other hand, if the judgment of the Court was in personam holding that benefit of the said judgment shall accrue to the parties before the Court and such an intention is stated expressly in the judgment or it can be impliedly found out from the tenor and language of the judgment, those who want to get the benefit of the said judgment extended to them shall have to satisfy that their petition does not suffer from either laches and delays or acquiescence.”

16. Similar contention of delay and laches and not having requisite qualification, including passing of trade test was raised in the case of MCD Vs. Rajbir Singh . The workman, in the contention of the management, was not entitled to the pay scale of Garden Chaudhary from the date from which he was officiating as Garden Chaudhary. The above contention of the management was out-rightly rejected by the Hon’ble High Court of Delhi by upholding the decision of the learned Tribunal by putting reliance on the case of MCD Vs. Sultan Singh which was decided on 27.07.2011.

17. Since the claimant is officiating on the post of Garden Chaudhary since 1998, as such, he is entitled to the pay scale of Garden Chaudhary with effect from 01.05.1993 and as a corollary, management is liable pay the difference of wages of mali vis-a-vis Garden Chaudhary from the date when the workman herein was performing duties and functions of Garden Chaudhary. An award is accordingly passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : August 22, 2017

A. C. DOGRA, Presiding Officer

नई दिल्ली, 26 सितम्बर, 2017

का.आ. 2366.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दिल्ली मेट्रो रेल निगम, मेट्रो भवन, नई दिल्ली व अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय दिल्ली सं. I के पंचाट (संदर्भ सं. 148/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12.07.2017 को प्राप्त हुआ था।

[सं. एल-42025/03/2017-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 26th September, 2017

S.O. 2366.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 148/2015) of the Central Government Industrial Tribunal-cum-Labour Court No. I, Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to the Delhi Metro Rail Corporation, Metro Bhawan, New Delhi and other and their workman, which were received by the Central Government on 12.07.2017.

[No. L-42025/03/2017-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE**IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT NO.1, KARKARDOOMA COURT COMPLEX, DELHI****ID No. 148/2015**

Shri Jagat Singh S/o Shri Ram Singh,
R/o RZ 163, Q Extension, Uttam Nagar,
New Delhi through
Hindustan Engineering and General Mazdoor Union (Regd. No. 4479)
Head Office, D-2/24, Sultanpuri Delhi

...Workman

Versus

1. M/s. Delhi Metro Rail Corporation,
Metro Bhawan, Fire Brigade Lane,
Barakhamba Road, Connaught Place, New Delhi
2. The Managing Director,
M/s. PLN-9 Security Pvt. Ltd.,
2nd Floor, Sun Tower, Sukhrail,
MG Road, Gurgaon,
Haryana 122 001

...Managements

AWARD

A porter was employed by M/s. PLN-9 Security Pvt. Ltd. (in short the contractor) to carry out its contractual obligations towards Delhi Metro Rail Corporation (in short the principal employer). He joined his duties on 07.02.2013. His services were dispensed with on 01.12.2014. He raised a demand for reinstatement in service, which demand was not conceded to. Constrained by that fact, he raised an industrial dispute before the Conciliation Officer through Hindustan Engineering and General Mazdoor Union. Managements contested his claim, hence no settlement could be arrived at before the Conciliation Officer. Since 45 days from the date of moving an application before the Conciliation Officer expired, the porter opted to file his dispute before this Tribunal for adjudication, using provisions of sub-section (2) of section 2A of the Industrial Disputes Act, 1947 (in short the Act).

2. The porter, Shri Jagat Singh (hereinafter referred to as the claimant) projects in the claimant that he was working continuously with the managements since 07.02.2013 on a salary of Rs.7000.00. He was working under the control and supervision of the principal employer. The work being performed by was perennial in nature. The principal employer was getting the work through the contractor in blatant violation of rule 7, 10 and 12 of the Contractor Labour (Regulation and Abolition) Act, 1970 and the contractor was un-licenced and the principal employer was not registered under the CLRA Act. Appointment letter, attendance card, overtime, dearness allowance, wage slip, identity card, ESI, PF casual leaves and off on gazetted holidays were not given to him. When he raised demand for the same, contractor/principal employer felt offended and his services were terminated on 01.12.2014 without any notice. Neither one months' notice nor pay in lieu thereof was given to him. Retrenchment compensation, as contemplated by provisions of 25-F of the Act, was not paid to him. Provisions of section 25-G and 25-H of the Act were also violated. He claims reinstatement in service of the contractor/principal employer with continuity and full back wages. Complaint was made to the Labour Inspector, but there was no fruitful result. A demand notice dated 05.01.2015 was sent to the management but the management neither responded to the same nor took back the claimant in service. Finally it has been prayed that an award be passed in his favour with continuity and full back wages.

3. The principal employer filed written statement wherein certain preliminary objections, inter alia of non-existence of employer-employee relationship between the claimant and the principal employer etc. On merits, management has denied the other averments contained in the statement of claim.

4. The contractor also contested the claim by filing written statement, taking various preliminary objections, inter alia of maintainability, absence of any cause of action, non-existence of employer/employee relationship, not approaching the court with clean hands etc. However, factum of the appointment of the claimant has been admitted. Contractors had entered into an agreement with the principal employer for one year for carrying out or to manage the trolleys, porter services, cloak room/baggage strapping alongwith stationery etc. Minimum wages were being paid to the claimant and he was being given all the benefits under various labour enactments. The work and conduct of the claimant was found wanting. The management had served one months' notice to the claimant, which was duly received by him and he tendered his resignation. Thereafter, he was given full and final payment by the contractor. Finally, it has been prayed that the claim petition may be dismissed.

5. Against this factual background, this Tribunal on the basis of pleadings of the parties, framed the following issues vide order dated 10.02.2016:

- (i) Whether there is no relationship of employer and employee between the Management No.1 and the claimant?
- (ii) Whether services of the claimant was terminated illegally and wrongfully on 01.12.2014?

6. The case was then listed for evidence of the claimant. The claimant filed his affidavit in evidence on 15.07.2016. Thereafter, the case was listed for examination of the claimant on five subsequent dates. However, the claimant failed to put in his appearance. Learned A/R for the claimant stated at the bar that despite his best efforts, the claimant could not be contacted. Hence, it is apparent that the claimant is no more interested in progress of the case on merits. Hence, this Tribunal is left with no other alternative but to pass a 'No dispute/no claim' award. However, it is made clear that there is no adjudication of the case on merits and as such, the claimant is still at liberty to agitate his cause in accordance with law. An award is, accordingly, passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : July 10, 2017

A. C. DOGRA, Presiding Officer

नई दिल्ली, 26 सितम्बर, 2017

का.आ. 2367.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आयुक्त, पूर्व दिल्ली नगर निगम, नई दिल्ली एवं उनके कर्मचारी के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय दिल्ली सं. I के पंचाट (संदर्भ सं. 146/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22.09.2017 को प्राप्त हुआ था।

[सं. एल-42011/53/2015-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 26th September, 2017

S.O. 2367.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 146/2015) of the Central Government Industrial Tribunal-cum-Labour Court No. I, Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to the Commissioner, East Delhi Municipal Corporation, New Delhi and their workman, which were received by the Central Government on 22.09.2017.

[No. L-42011/53/2015-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO.1, KARKARDOOMA COURT COMPLEX, DELHI

ID No. 146/2015

The General Secretary,
MCD General Mazdoor Union,
Room No.95, Barrack No.1/10,
Jam Nagar House, Shah Jahan Road,
New Delhi

... Workman

Versus

The Commissioner,
East Delhi Municipal Corporation,
Udyog Sadan, Plot No.419,
Patparganj Industrial Area,
Shahdara,
New Delhi -110 092

...Management

AWARD

This award shall dispose of a reference received from Ministry of Labour and Employment vide Order No. L-42011/53/2015-IR(DU) dated 18.06.2015 under clause (d) of sub-section (1) and sub-section (2A) of Section 10

of the Industrial Disputes Act, 1947(in short the Act) for adjudication of an industrial dispute, terms of which are as under:

‘Whether Shri Om Prakash S/o Shri Babu Lal is entitled to the pay scale of Garden Chaudhary with effect from 01.04.1995 as well as promotion from the date when his juniors were promoted as regular Garden Chaudhary with effect from 04.03.2014? If so, what directions are necessary in this respect?’

2. Shri Om Prakash, the claimant, filed his statement of claim, wherein it is alleged that he has been allotted work of Chaudhary with effect from 01.04.1995 by the competent officers of Horticulture Department. He was transferred to South District Shahdara Horticulture Wing on 22.06.2009 and he is still performing duties of Chaudhary. However, he has been denied pay scale of Chaudhary, revised from time to time with effect from 01.04.1995. Some acting chaudharies who are similarly situated were allowed grant of pay of Chaudhary from the date when they were performing duties as Garden Chaudhary as per directions of Hon’ble Tribunal in TA No.1317/2009 in the matter of Sultan Singh & others vs. MCD and further direction of Hon’ble High Court of Delhi titled Sultan Singh & Others in Writ Petition (C) No.7947/2010 and dismissed as withdrawn by the Hon’ble Supreme Court of Special Leave to Appeal (C) No. 20069/2011 on 09.04.2012.

3. Yet in another writ petition titled Sultan Singh Vs. MCD, Division Bench of Hon’ble High Court dated 15.03.2013 again directed the management comply with order dated 12.11.2010 and relevant part of the order is reproduced:

‘Accordingly, we dispose of the writ petition quashing the order dated November 12, 2010 passed by the Director (Horticulture). We direct the Director (Horticulture) to pass a fresh order after considering the relevant evidence strictly within the directions issued by the Tribunal in para 5 of the opinion dated January 29, 2010 disposing of TA No.1317/2009.’

4. It is necessary to mention here that order dated 12.11.2010 issued by the management was quashed by the Hon’ble High Court on 15.03.2013 in which management has taken stand as under:

‘As per Recruitment Regulations for the post of Garden Chaudhary, the method of recruitment to the said post is by selection to be made on the basis of a Trade Test. The RRs also envisage minimum educational qualifications as Matric or High School pass with agriculture as one of the subjects. Garden Chaudhary is a Grade C post and the Commissioner, MCD is the Appointing Authority for such posts. The applicants would be considered for promotion as Garden Chaudhary in accordance with Recruitment Regulation.’

5. It is also averred in para 12 of the statement of claim that Hon’ble High Court, Delhi, in the matter of Jai Chand vs. Municipal Corporation of Delhi (CW 6514/2001) has disapproved the non-payment of wages for those malis who are working on the post of Chaudhary vide its judgement dated 02.05.2003. There is also reference to the judgment of Division Bench of High Court of Delhi in the matter of Municipal Corporation of Delhi vs. Sultan Singh wherein also plea of the MCD regarding non-payment of wages of Chaudhary to malis who are doing working of Chaudhary, was turned down by the Hon’ble High Court in judgement dated 27.07.2011.

6. Similarly situated workmen who were performing duty of Chaudhary were granted pay scale of Chaudhary from the date when they were asked to perform duty on the higher post. Juniors to the claimant were promoted as Chaudhary with effect from 04.03.2014 under promotion quota in pay band of Rs.5200-20200 + 1900 grade pay + usual allowances without providing opportunity to the claimant to participate in the promotional quota without educational qualification of 10th pass with Agriculture as one of the subjects. Finally, it is prayed that an award may be passed in his favour by awarding pay scale of Garden Chaudhary with effect from 01.04.1995 and also award promotion from the date when his juniors were promoted as regular Garden Chaudhary with effect from 04.03.2014, with all consequential benefits.

7. Management has demurred claim of the workman by taking preliminary objections, inter alia, present dispute not being an industrial dispute as there is no espousal & no demand notice has been served upon the management, claim being misconceived, claim being stale etc. In para 5 of the preliminary objection, it is admitted that the workman herein was engaged on the post of mali on muster roll basis and was later on regularized on the same post of mali. There is prescribed procedure for promotion to the post of Garden Chaudhary and there must be sanctioned/vacant post of Garden Chaudhary to which the workman can lay claim when he has passed trade test conducted by the department. Claimant has not passed the said trade test nor is he performing duties of Garden Chaudhary. The claimant does not possess the requisite qualification. It is further alleged that the workman herein is not entitled for any relief on account of delay and laches and reliance is also put on judgements of Hon’ble High Court of Punjab & Haryana in State of Punjab vs. Shri Kalidas & another’ (1997) LLR 349. Management, on merits, have denied material averments. Management has admitted the fact that the claimant is presently working in South District Zone. However, it is denied that the workman herein was performing duties of Chaudhary. Factum of recruitment regulation for the post of Chaudhary not being notified and the management unlawfully not allowing the claimant to participate in the promotion is also denied. Management have further denied that juniors to the claimant were promoted with effect from 04.03.2014 under the promotion quota. Accordingly, it is prayed that claim of the workman herein is liable to be dismissed, being devoid of merits.

8. Against this factual background, based on pleadings of the parties, this Tribunal vide order dated 29.04.2016 framed the following issues:

- (i) Whether the claim is not maintainable, in view of the preliminary objections?
- (ii) As in terms of reference

9. Claimant, in support of his case, examined himself as WW1 and Shri B.K. Prasad as WW2 and tendered in evidence their affidavit Ex.WW1/A & Ex.WW2/A and also tendered in evidence documents Ex.WW1/1 & Ex.WW1/2 and Ex.WW2/1 to Ex.WW2/5 respectively. Management, in order to rebut the case of the claimant, examined Shri Vijay Pal Sharma, Assistant Director as MW1, whose affidavit is Ex.MW1/A. No documents were relied by the management witness.

10. I have heard Shri B.K. Prasad, A/R for the claimant and Shri Sandeep Kaushik, A/R for the management.

Findings on Issue No. (i)

11. Admittedly, in the present case, reference has been made under Section 10 sub Section (2A) of the Act for adjudication. It is now well settled position in law that when a reference has been made for adjudication to the Tribunal or Labour Court, as the case may be, it is paramount duty of the court to decide the same on merits, irrespective of the pleas taken by the management. The dispute in the case in hand cannot be said to be stale for the simple reason that there is no previous adjudication of the matter between the parties from a competent court nor that there is inordinate delay in approaching this Tribunal by the workman.

12. It has been held by the Hon'ble Apex Court in the case of Raghbir Singh vs. General Manager (2014) Lab.I.C. 4266 - (2014) 10 SCC 301 that a reference for adjudication to the Industrial Tribunal can be made by the appropriate Government at any time and provisions of Limitation Act does not apply. There are clear observations in the above judgement that industrial dispute is to be decided by the Tribunal or Labour Court on merits, irrespective of the pleadings on limits. Therefore, ratio of law in the case of 'Nedungadi Bank Limited Vs. K.P. Madhavankutty & ors' (supra) and State Co-op Land Development Bank Vs. Neelam (supra) is not applicable to the case in hand as there is no inordinate delay nor workman is guilty of delay and laches in approaching the court.

13. It is clear from the preliminary objections taken in the written statement by the management that the management has raised objection that no demand notice has been served upon the management nor the MCD General Mazdoor Union has any locus standi to raise the present dispute as the union is not a recognized union of the management. To my mind, there is no requirement of law that a dispute can be raised only by a recognized union. In this regard, it is appropriate to refer to the judgement of the Hon'ble Apex Court in the case of State of Bihar Vs. Kripa Shankar Jaiswal (AIR 1961 (2) SC Report 1) wherein also objection was taken on behalf of the management that the union was not a registered under the Trade Union Act on the date of the settlement and said plea was rejected by observing as under:

'Held, that for a dispute to constitute an industrial dispute it is not a requisite condition that it should be sponsored by a recognized union or that all the workmen of an industrial establishment should be parties to it. A settlement arrived at in course of conciliation proceedings falls within [Section 18\(3\)\(a\)](#) and (d) of the [Industrial Disputes Act](#) and as such binds all the workmen though an unregistered union or only some of workmen may have raised the dispute. The absence of notice under [Section 11\(2\)](#) by the Conciliation Officer does not affect the jurisdiction of the conciliation officer and its only purpose is to apprise the establishment that the person who is coming is the conciliation officer and not a stranger. Any contravention of [Section 12\(6\)](#) in not submitting the report within 14 days may be a breach of duty on the part of the conciliation officer ; it does not affect the legality of the proceedings which terminated as provided in [Section 20\(2\)](#) of the Act.

14. Equally merit-less is the plea taken by the management that the present dispute is not sponsored or espoused by substantial number of workmen. It is fairly settled position in law that even non-espousal of a case by the union would not deprive the workman of the relief to which the workman is otherwise entitled under the law. Such view appears to have been taken in the case of Nazrul Hassan Siddiqui vs. Presiding Officer, Industrial cum Labour Court Bombay (1997) Lab.I.C. 1807. In the above cited case also contention was raised by the management that the dispute does not fall within the definition of 'industrial dispute' and the same has not been referred or supported by substantial section of workmen. High Court rejected the plea of the management by placing reliance upon the decision of the Hon'ble Supreme Court in the case of Associated Cement Companies Ltd. (AIR 1960 SC 777), which it was observed as under:

'We have already noticed that an industrial dispute can be raised by a group of workmen or by a union even though neither of them represent the majority of the workmen concerned; in other words, the majority rule on which the appellant's construction of Section 19(6) is based is inapplicable in the matter of the reference under Section 10 of the Act. Even a minority group of workmen can make a demand and thereby raise an industrial dispute which in a proper case would be referred or adjudication under Section 20.'

15. In view of the ratio of the judgement discussed above, it is clear that espousal of a dispute by the union is not sine qua non for adjudication of such dispute in terms of Section 10 of the Act. Consequently, this issue is decided in favour of the workman and against the management.

Findings on Issue No. (ii)

16. Now, the main issue which requires determination in the case in hand is whether the workman herein is entitled for grant of pay scale of Garden Chaudhary as revised from time to time alongwith consequential benefits. It is clear from pleadings of the parties that initially the workman herein was appointed as regular mali.

17. There is also ample evidence on record that the workman herein was performing duty as officiating Chaudhary. It is clear from perusal of office order dated 27.11.2008 Ex.WW1/1 that that name of the claimant finds mention at serial No.1 in the list of acting chaudharies attached with the letter and in the column '*Karyavahak Chaudhary ke roop me kab se karya kar raha hai*', it is mentioned April 1995. Claimant, in order to prove his case, has tendered in evidence his affidavit Ex.WW1/A, wherein material averments contained in statement of claim has been reiterated. It is specifically alleged in the affidavit that he was doing work of acting Chaudhary with effect from 01.04.2015.

18. It was strongly contended on behalf of the workman that juniors to the claimant was allowed to participate in the promotional quote on regular basis but he was denied on the grounds that he was not possessing the requisite qualification of 10th Agriculture. Learned A/R for the claimant also urged that in *Sultan Singh vs. MCD*, Hon'ble High Court of Delhi has already issued clear cut directions that workmen who are officiating as acting Chaudhary are entitled to be considered for promotional post and they are also entitled to the promotion of the said post. Management instead of following the dicta laid down in the above judgement, framed recruitment rules for promotion to the post of Chaudhary. In this regard, attention of the Tribunal was invited to letter Ex.WW2/2, which was submitted to the Commissioner of MCD. In this letter, union has clearly clarified that recruitment rules shall not be applicable in case of those departmental candidates who are already holding post of mali, hedgeman machineman and chowkidar on regular basis. Order issued by the management to the contrary to their own procedure.

19. There is no merit in the stand taken by the management in its reply, that the claimant herein is not entitled for promotion to the post of Chaudhary as he does not possess the requisite qualification and qualifying of trade testis mandatory. To my mind, this plea is devoid of any merit inasmuch as similarly situated other workers who were performing duties of Chaudhary, i.e. acting Chaudhary have been granted pay scale of Garden Chaudhary after judgement dated 27.07.2011 rendered by the Hon'ble High Court in the case of *MCD vs. Sultan Singh* as well as *MCD vs. Mahipal*(WP 5550 of 2010). Operating portion of the judgement in *Sultan Singh* (supra) of the Hon'ble Division Bench is as under:

“28. Considering the entire facts and circumstances it is apparent that the claim of the respondents have always been that they should be paid the difference in pay of Mali/Chowkidar and the Garden Chaudhary as they were made to work on the post of Garden Chaudhary whereas the petitioner had first denied that they worked as Garden Chaudharies, then took the plea that the Assistant Director (Horticulture) was not competent to ask the respondents to work as Garden Chaudharies and that the respondents cannot be appointed to the post of Garden Chaudharies in accordance with the recruitment rules. There is no doubt that respondents are not claiming appointment to the post of Garden Chaudharies on account of having worked on ad-hoc basis on the post of Garden Chaudhary contrary to rules or that some of them not having the requisite qualifications are entitled for relaxation.

29. In the entirety of facts and circumstances therefore, the learned counsel for the petitioner has failed to make out any such grounds which will impel this Court to exercise its jurisdiction under Article 226 of the Constitution to set aside the orders of the Tribunal dated 29th January, 2010 and 7th October, 2010 as no illegality or un-sustainability or perversity in the orders of the Tribunal has been made out.

30. The writ petition is, therefore, dismissed. Parties are left to bear their own cost.”

20. It is further clear that SLP was also filed by MCD before the Hon'ble Apex Court by special leave application No. S20069/2011 *MCD vs. Sultan Singh* and others which was also dismissed as withdrawn vide order dated 09.04.2012. It is further clear that the Hon'ble High Court in *Sultan Singh* case strongly deprecated the stand taken by the management that the workmen were not possessing requisite qualification or have not qualified the test etc. It was clarified that since the workmen were discharging duties to the post of Garden Chaudhary, as such, workmen were entitled for the salary of Garden Chaudhary and competent authority need not look into anything else except the fact that the workman had worked as Garden Chaudhary. Therefore, stand taken by the management that the workman herein does not possess the requisite qualification and could not qualify the test conducted by the department is without any merit and has no relevance so far as question of grant of salary against the post of Garden Chaudhary is concerned.

21. It is not out of place to mention here that even if the claimant herein was not a party in *Sultan Singh* case referred above, judgement of the Hon'ble High Court is binding on the management and management is required to

implement the same in letter and spirit and the same is judgement in rem, and all similarly situated workmen are required to be accorded the benefit of the said judgement of the Hon'ble High Court, which have become final. There is no question of even plea of delay and laches when management had not led any evidence to prove the same. The Hon'ble High Court has decided an abstract proposition of law, i.e. a mali who is performing duty as officiating/acting Chaudhary is entitled to the salary/wages of Chaudhary. Law is fairly settled that if a person is working on a higher post, on adhoc or temporary basis, even such workman is entitled to salary/wages of higher post, unless rules or regulations specifically provides otherwise. I find support to this view from Secretary vs. Lieutenant Governor Port Blair (1998 Lab.I.C. 598), yet in another case, Hon'ble Apex Court while considering that question of grant of benefits to similarly situated employees who were not party to the writ petition or lis in the case of State of Uttar Pradesh vs. Arvind Kumar Srivastava (2015) 1 SCC 347 observed as under:

“The moot question which requires determination is as to whether in the given case, approach of the Tribunal and the High Court was correct in extending the benefit of earlier judgment of the Tribunal, which had attained finality as it was affirmed till the Supreme Court. The legal principles that can be culled from the judgments, cited both by the appellants as well as the respondents, can be summed up as under:

(1) Normal rule is that when a particular set of employees is given relief by the Court, all other identically situated persons need to be treated alike by extending that benefit. Not doing so would amount to discrimination and would be violative of [Article 14](#) of the Constitution of India. This principle needs to be applied in service matters more emphatically as the service jurisprudence evolved by this Court from time to time postulates that all similarly situated persons should be treated similarly. Therefore, the normal rule would be that merely because other similarly situated persons did not approach the Court earlier, they are not to be treated differently.

(2) However, this principle is subject to well recognized exceptions in the form of laches and delays as well as acquiescence. Those persons who did not challenge the wrongful action in their cases and acquiesced into the same and woke up after long delay only because of the reason that their counterparts who had approached the Court earlier in time succeeded in their efforts, then such employees cannot claim that the benefit of the judgment rendered in the case of similarly situated persons be extended to them. They would be treated as fence-sitters and laches and delays, and/or the acquiescence, would be a valid ground to dismiss their claim.

(3) However, this exception may not apply in those cases where the judgment pronounced by the Court was judgment in rem with intention to give benefit to all similarly situated persons, whether they approached the Court or not. With such a pronouncement the obligation is cast upon the authorities to itself extend the benefit thereof to all similarly situated person. Such a situation can occur when the subject matter of the decision touches upon the policy matters, like scheme of regularization and the like (see [K.C. Sharma & Ors. v. Union of India](#) (supra)). On the other hand, if the judgment of the Court was in personam holding that benefit of the said judgment shall accrue to the parties before the Court and such an intention is stated expressly in the judgment or it can be impliedly found out from the tenor and language of the judgment, those who want to get the benefit of the said judgment extended to them shall have to satisfy that their petition does not suffer from either laches and delays or acquiescence.”

22. It is also the case of the claimant that juniors to him were promoted as Chaudhary with effect from 04.03.2014 under promotion quota without providing an opportunity to participate in the promotion process as he does not possess the requisite educational qualification.

23. In view of the discussions made herein above, it is held that the workman herein, Shri Om Prakash is entitled to the pay scale of Garden Chaudhary with effect from 01.04.1995 and as a corollary, management is liable pay the difference of wages of mali vis-a-vis Garden Chaudhary from the date when the workman herein was performing duties and functions of Garden Chaudhary, i.e. from 01.04.1995 till 03.03.2014 and is entitled to be promoted as Garden Chaudhary under the quota with effect from 04.03.2014, the date when juniors to the claimant was promoted in the said category. An award is accordingly passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : September 21, 2017

A. C. DOGRA, Presiding Officer

नई दिल्ली, 26 सितम्बर, 2017

का.आ. 2368.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आयुक्त पूर्व दिल्ली नगर निगम, नई दिल्ली व अन्य एवं उनके कर्मचारी के प्रबंधतंत्र के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, दिल्ली सं. I के पंचाट (संदर्भ सं. 231/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22.09.2017 को प्राप्त हुआ था।

[सं. एल-42011/131/2015-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 26th September, 2017

S.O. 2368.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 231/2015) of the Central Government Industrial Tribunal-cum-Labour Court No. I, Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to the Commissioner, East Delhi Municipal Corporation, New Delhi and other and their workman, which were received by the Central Government on 22.09.2017.

[No. L-42011/131/2015-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM LABOUR COURT NO. 1, KARKARDOOMA COURT COMPLEX, DELHI

ID No. 231/2015

Shri Ravinder Kumar S/o late Shri Raj Pal,

Represented by:

The President,
MCD General Mazdoor Union,
C/o Room No.95, Barrack No.1/10,
Jam Nagar House, Shahjahan Road,
New Delhi

...Workman

Versus

The Commissioner,
East Delhi Municipal Corporation,
Udyog Sadan, Plot No.419,
Patparganj Industrial Area,
Shahdara,
New Delhi - 110 092
The Commissioner,
North Delhi Municipal Corporation
4th Floor, Civic Centre, Minto Road,
New Delhi-110 002

...Management

AWARD

By this award, I shall be disposing of the reference received vide letter No.L-42011/131/2015-IR(DU) dated 27.10.2015 under clause (d) of sub-section (1) and sub-section 2A of Section 10 of the Industrial Disputes Act, 1947(in short the Act) from the Central Government, Ministry of Labour and Employment for adjudication of an industrial dispute, terms of which are as under:

‘Whether the action of the management of Municipal Corporation of Delhi, by not granting promotion of Garden Chaudhary in the pay scale of Rs.950-1500 revised from time to time with effect from 01.07.1993 to Shri Ravinder Kumar S/o late Shri Raj Pal is fair and legal? If not, to what relief the workman is entitled to and from which date?’

2. Later on East Delhi Municipal Corporation was impleaded as a party to the dispute as the claimant was earlier posted in North Delhi Municipal Corporation.

3. Both the parties were put to notice and it is clear from perusal of statement of claim filed by Shri Ravinder Kumar, the claimant herein, that he was employed as regular mali on 01.04.1990. Thereafter, he has been doing the job of officiating Chaudhary since 01.07.1993 as per orders issued to him by the competent officers of Horticulture Department. He was posted under Rohini Zone with effect from 01.09.1993 and later on his services were transferred to City Zone in September 1997 where he worked upto 16.07.2009. At present he is working as acting Chaudhary with Shahdara North Horticulture but he was denied pay scale of chaudhary as revised from time to time. The claimant is 12th pass and possesses X class with Agriculture as one of the subjects. Claimant has also annexed list of officiating Chaudhary which is Annexure A.

4. Management has fixed different pay scales of mali, Chaudhary etc. in accordance with their job and non-grant of pay scale to the claimant herein amounts to forced labour and unfair labour practice. Claimant has got payment in the lower pay scale fixed for unskilled workman, i.e. mali but he is denied pay scale of Rs.950-1500, which is the pay scale of Chaudhary and claimant is performing duties of the same since 01.07.1993. Duties of mali is presently of an unskilled workman whereas duties of Chaudhary is skilled in nature belonging to Group 'C' category of employees.

5. There is also reference to the judgement of the Hon'ble High Court of Delhi in the matter of Jai Chand Vs MCD wherein pay scale of Chaudhary has been granted to such malis who were officiating as Chaudhary in compliance to the directions passed by the Hon'ble High Court. In the above writ petition, management has issued order dated 04.03.2005. In the recent judgement, Hon'ble High Court vide judgement dated 27.07.2011 has settled the matter in MCD Vs. Sultan Singh as well as in the case of MCD vs. Mahipal vide which plea of the management for non grant of pay scale of officiating Chaudhary has been considered and rejected by the Hon'ble High Court in the above writ petition. In view of this, claimant is entitled for pay scale of Chaudhary i.e. Rs.950-1500 revised from time to time with effect from 01.07.1993.

6. The claim of the claimant was contested by the management who filed reply and took various preliminary objections regarding non service of demand notice etc. It is alleged that the claimant herein was regularized on the post of mali with effect from 01.04.1990 and is not entitled for status of Chaudhary with effect from 01.07.1993. Claimant was required to pass the trade test, which he has passed only in 2014 and claimant was assigned work of Chaudhary on current duty charge. He has also given consent to the said post and at present the claimant is working on the said post under the control of Horticulture Shahdara North Zone. Recruitment to the post of Chaudhary is totally different from that of the mali and only persons having qualification of 10th pass with Agriculture coupled with clearing of trade test can be considered for the post of Chaudhary as mentioned in Annexure B. Management has denied the other material averments made in the statement of claim. It is also been alleged that on account of delay and laches, claimant is not entitled for the same.

7. Rejoinder to the written statement was filed by the claimant wherein the stand taken in the written statement have been reiterated and the material facts given in the written statement have been refuted.

8. Against his factual background, this Tribunal, based on the pleadings of the parties, framed the following issues vide order dated 28.11.2017:

- (i) Whether the petition filed is not legally maintainable in view of the preliminary objections?
- (ii) In terms of reference
- (iii) Relief

9. Claimant, in order to prove his case against the management examined himself as WW1 and Shri B.K. Prasad as WW2 and their affidavits are Ex.WW1/A and Ex.WW2/A respectively. They have also tendered in evidence various documents and I would be referring to the same during the course of my discussions in the subsequent paras. Management, in order to rebut the case of the claimant, examined Shri Vijay Pal Sharma as MW1, whose affidavit is Ex.MW1/A and he has relied on documents Ex.MW1/1 and Ex.MW1/2.

10. I have heard Shri B.K. Prasad, A/R for the claimant and Shri Narender Singh, A/R for the management.

Issue No. (i)

11. It is clear from the preliminary objections taken in the written statement by the management that the management has raised objections that no demand notice has been served upon the management nor the MCD General Mazdoor Union has any locus standi to raise the present dispute as the union is not a recognized union of the management. To my mind, there is no requirement of law that a dispute can be raised only by a recognized union. In this regard, it is appropriate to refer to the judgement of the Hon'ble Apex Court in the case of State of Bihar Vs. Kripa Shankar Jaiswal (AIR 1961 (2) SC Report 1) wherein also objection was taken on behalf of the management that the union was not a registered under the Trade Union Act on the date of the settlement and said plea was rejected by observing as under:

'Held, that for a dispute to constitute an industrial dispute it is not a requisite condition that it should be sponsored by a recognized union or that all union or only some of workmen may have raised the dispute. The absence of notice under [Section 11\(2\)](#) by the Conciliation Officer does not affect the jurisdiction of the conciliation officer and its only purpose is to apprise the establishment that the person who is coming is the conciliation officer and not a stranger. Any contravention of [Section 12\(6\)](#) in not submitting the report within 14 days may be a breach of duty on the part of the conciliation officer; it does not affect the legality of the proceedings which terminated as provided in [Section 20\(2\)](#) of the Act.

12. Hence, issue No.(i) is answered in favour of the claimant and against the management.

Issue No. (ii) and (iii)

13. It is clear from the plea of the parties that the claimant was regularized on the post of mali on 01.04.1990. During the course of arguments it was not denied that the claimant was appointed as regular mali with effect from 01.04.1990. Case of the claimant is that he is performing duties of officiating Chaudhary since 01.07.1993 on the directions of officials of Horticulture Department. During the course of arguments, it was not denied that the claimant was appointed as regular mali with effect from 01.04.1990. The case of the claimant is that he is performing duties of Garden Chaudhary on the directions of Horticulture Department. It was strongly urged on behalf of the claimant that in view of decision given by Hon'ble High Court in the case of MCD vs Sultan Singh as well as MCD vs Mahipal Singh there is hardly any scope for the plea being raised by the management that the claimant was not having requisite qualification so as to promote him to the post of Garden Chaudhary. It is clear from perusal of Ex.WW1/1 which is the list of Garden Chaudhary employed with Horticulture Department of Shahdara, they are regular Garden Chaudhary who were performing duties as regular/officiating Chaudhary. In the said list, name of the claimant appears at serial No.15. There is also a column 'Date from which functioning as officiating Chaudhary' and in the same is mentioned as '1993'.

14. The main attack of the management is that the claimant herein was not having requisite qualification and that he has passed the requisite trade test in 2014, as such, there is no question of grant of pay scale of Garden Chaudhary to the claimant from 1993 and from the date of his having passed the trade test in 2014, he is entitled for the scale of Garden Chaudhary. There is no merit in the stand taken by the management in its reply, that the workman herein is not entitled for promotion to the post of Chaudhary inasmuch as he has not appeared in the trade test conducted by the department. To my mind, this plea is devoid of any merit inasmuch as similarly situated other workers who were performing duties of Chaudhary, i.e. acting Chaudhary have been granted pay scale of Garden Chaudhary after judgement dated 27.07.2011 rendered by the Hon'ble High Court in the case of MCD vs. Sultan Singh as well as MCD vs. Mahipal(WP 5550 of 2010). Operating portion of the judgement in Sultan Singh (supra) of the Hon'ble Division Bench is as under:

“28. Considering the entire facts and circumstances it is apparent that the claim of the respondents have always been that they should be paid the difference in pay of Mali/Chowkidar and the Garden Chaudhary as they were made to work on the post of Garden Chaudhary whereas the petitioner had first denied that they worked as Garden Chaudharies, then took the plea that the Assistant Director (Horticulture) was not competent to ask the respondents to work as Garden Chaudharies and that the respondents cannot be appointed to the post of Garden Chaudharies in accordance with the recruitment rules. There is no doubt that respondents are not claiming appointment to the post of Garden Chaudharies on account of having worked on ad-hoc basis on the post of Garden Chaudhary contrary to rules or that some of them not having the requisite qualifications are entitled for relaxation.

29. In the entirety of facts and circumstances therefore, the learned counsel for the petitioner has failed to make out any such grounds which will impel this Court to exercise its jurisdiction under Article 226 of the Constitution to set aside the orders of the Tribunal dated 29th January, 2010 and 7th October, 2010 as no illegality or un- sustainability or perversity in the orders of the Tribunal has been made out.

30. The writ petition is, therefore, dismissed. Parties are left to bear their own cost.”

14. It is further clear that SLP was also filed by MCD before the Hon'ble Apex Court vide IA No.2 WP for special leave S20069/2011 MCD vs. Sultan Singh and others which was also dismissed as withdrawn vide order dated 09.04.2012. It is further clear that the Hon'ble High Court in Sultan Singh case strongly deprecated the stand taken by the management that the workmen were not possessing requisite qualification or have not qualified the test etc. It was clarified that since the workmen were discharging duties to the post of Garden Chaudhary, a such, workmen were entitled for the salary of Garden Chaudhary and competent authority need not look into anything else except the fact that the workman had worked as Garden Chaudhary. Therefore, stand taken by the management that the workman herein could not qualify the test conducted by Education Consultant India Limited is without any merit and has no relevance so far as question of grant of salary against the post of Garden Chaudhary is concerned.

15. It is not out of place to mention here that even if the workman herein was not a party in Sultan Singh case referred above, judgement of the Hon'ble High Court is binding on the management and management is required to implement the same in letter and spirit and the same is judgement in rem, and all similarly situated workmen are required to be accorded the benefit of the said judgement of the Hon'ble High Court, which have become final. There is no question of even plea of delay and laches when management had not led any evidence to prove the same. The Hon'ble High Court has decided an abstract proposition of law, i.e. a mali who is performing duty as officiating/acting Chaudhary is entitled to the salary/wages of Chaudhary. Law is fairly settled that if a person is working on a higher post, on adhoc or temporary basis, even such workman is entitled to salary/wages of higher post, unless rules or regulations specifically provides otherwise. I find support to this view from Secretary vs. Lieutenant Governor Port Blair (1998 Lab.I.C. 598), yet in another case, Hon'ble Apex Court while considering that question of grant of benefits to similarly situated employees who were not party to the writ petition or lis in the case of State of Uttar Pradesh vs. Arvind Kumar Srivastava (2015) 1 SCC 347 observed as under:

“The moot question which requires determination is as to whether in the given case, approach of the Tribunal and the High Court was correct in extending the benefit of earlier judgment of the Tribunal, which had attained finality as it was affirmed till the Supreme Court. The legal principles that can be culled from the judgments, cited both by the appellants as well as the respondents, can be summed up as under:

(1) Normal rule is that when a particular set of employees is given relief by the Court, all other identically situated persons need to be treated alike by extending that benefit. Not doing so would amount to discrimination and would be violative of [Article 14](#) of the Constitution of India. This principle needs to be applied in service matters more emphatically as the service jurisprudence evolved by this Court from time to time postulates that all similarly situated persons should be treated similarly. Therefore, the normal rule would be that merely because other similarly situated persons did not approach the Court earlier, they are not to be treated differently.

(2) However, this principle is subject to well recognized exceptions in the form of laches and delays as well as acquiescence. Those persons who did not challenge the wrongful action in their cases and acquiesced into the same and woke up after long delay only because of the reason that their counterparts who had approached the Court earlier in time succeeded in their efforts, then such employees cannot claim that the benefit of the judgment rendered in the case of similarly situated persons be extended to them. They would be treated as fence-sitters and laches and delays, and/or the acquiescence, would be a valid ground to dismiss their claim.

(3) However, this exception may not apply in those cases where the judgment pronounced by the Court was judgment in rem with intention to give benefit to all similarly situated persons, whether they approached the Court or not. With such a pronouncement the obligation is cast upon the authorities to itself extend the benefit thereof to all similarly situated person. Such a situation can occur when the subject matter of the decision touches upon the policy matters, like scheme of regularization and the like (see [K.C. Sharma & Ors. v. Union of India](#) (supra)). On the other hand, if the judgment of the Court was in personam holding that benefit of the said judgment shall accrue to the parties before the Court and such an intention is stated expressly in the judgment or it can be impliedly found out from the tenor and language of the judgment, those who want to get the benefit of the said judgment extended to them shall have to satisfy that their petition does not suffer from either laches and delays or acquiescence.”

16. Similar contention of delay and laches and not having requisite qualification, including passing of trade test was raised in the case of MCD Vs. Rajbir Singh. The workman, in the contention of the management, was not entitled to the pay scale of Garden Chaudhary from the date from which he was officiating as Garden Chaudhary. The above contention of the management was out-rightly rejected by the Hon'ble High Court of Delhi by upholding the decision of the learned Tribunal by putting reliance on the case of MCD Vs. Sultan Singh which was decided on 27.07.2011.

17. Since the claimant is officiating on the post of Garden Chaudhary since 01.07.1993, as such, he is entitled to the pay scale of Garden Chaudhary with effect from 01.07.1993 and as a corollary, management is liable pay the difference of wages of mali vis-a-vis Garden Chaudhary from the date when the workman herein was performing duties and functions of Garden Chaudhary till September 2014 when he was assigned the work of Chaudhary on Current Duty Charge. An award is accordingly passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : September 20, 2017

A. C. DOGRA, Presiding Officer

नई दिल्ली, 26 सितम्बर, 2017

का.आ. 2369.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आयुक्त पूर्व दिल्ली नगर निगम, नई दिल्ली व अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय दिल्ली सं. I के पंचाट (संदर्भ सं. 36/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15.09.2017 को प्राप्त हुआ था।

[सं. एल-42011/129/2014-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 26th September, 2017

S.O. 2369.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 36/2015) of the Central Government Industrial Tribunal-cum-Labour Court No. I, Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to the

Commissioner, East Municipal Corporation of Delhi and other and their workman, which were received by the Central Government on 15.09.2017.

[No. L-42011/129/2014-IR (DU),
RAJENDRA JOSHI, Dy. Director

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 1, KARKARDOOMA COURT COMPLEX, DELHI

ID No. 36/2015

The President,
MCD General Mazdoor Union,
Room No.95, Barracks No.1/10,
Jam Nagar House, Shah Jahan Road,
New Delhi

...Workman

Versus

The Commissioner,
Municipal Corporation of Delhi (East),
Udyog Sadan, near Patparganj,
Shahdara, Delhi

...Management

AWARD

A reference under clause (d) of sub-section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act) was received from the Central Government, Ministry of Labour and Employment for adjudication vide letter No.L-42011/129/2014-IR(DU) dated 13.01.2015 for adjudication of an industrial dispute with the following terms:

‘Whether Smt. Rekha Devi widow of late Shri Ramesh Kumar is entitled to be appointed on compassionate grounds on Group D post as regular Mali instead of daily rated mali with effect from 25.09.2009? If so, what directions are necessary in this regard?

2. Claim statement was filed by Ms.Rekha Devi (in short the claimant) averring therein that her husband Shri Ramesh Kumar was performing his duty as regular mali under Deputy Director (Horticulture), Shahdara zone, now under East Delhi Municipal Corporation,. He went missing on 08.10.2003 and despite best efforts, their family could not locate him. The claimant herein filed complaint with police station Bhajanpur vide DD No.17A dated 18.11.2003. Civil Judge (Judicial) Karana, Janpath, Muzaffarnagar declared Shri Ramesh Chand, S/o Shri Surjan Sharma, vide order 03.09.2012, as dead. Copy of the judgement is Annexure A.

3. It is averred that as per para 11 of chapter 32 of compassionate appointment of missing Government servant, there is clear mention of the fact that any Government servant missing for two years, his/her legal heir is entitled for employment on compassionate grounds on regular basis. The procedure is also prescribed by the Department of Personnel and Training, Government of India and is binding on all Government departments, including Municipal Corporation of Delhi. However, management preferred to appoint Ms.Rekha Devi, the claimant herein as muster roll worker on 16.09.2009 instead of on regular basis. The claimant is unable to sustain her family. Smt. Rekha Devi is entitled to regular pay scale with all allowances with effect from 25.09.2009. Denial of payment of equal pay for equal work amounts to discrimination as the other male counterparts are performing similar duties and amounts to violation of Equal Remuneration Act. Finally, it has been prayed that the claimant herein may be appointed as regular mali instead of daily rated mali with effect from 25.09.2009 with all consequential benefits.

4. Claim was contested by the management wherein various preliminary objections, inter alia of non service of demand notice etc., her case having been considered by the Committee thrice and rejected etc. Regularization of the claimant was considered by the compassionate appointment committee. However, while considering the cases for compassionate appointment, there are some relaxation in recruitment rules as per the posts. Further there are limited post available for regularization of service, ie. 5% quota. Hence as per policy/rules applicable for such appointment, management has evolved criteria for assessment of hardship faced by the heirs vide circular No.AO(H)/CG/RP/2008-09/1768 dated 16.01.2009. Management has denied the material averments contained in the statement of claim. Finally, it has been prayed that the claim of the claimant may be dismissed.

5. Against this factual background, based on the pleadings of the parties, this Tribunal vide order dated 04.08.2016 framed the following issues:

- (i) Whether the reference is not legally maintainable in view of the preliminary objections?
- (ii) As in terms of reference

6. Claimant in order to prove her case against the management examined herself as WW1 and Shri B.K. Prasad as WW2 whose affidavits are Ex.WW1/A and Ex.WW2/A respective. The claimant relied on document Ex.WW1/1 and Shri Prasad relied on documents Ex.WW2/1 to Ex.WW2/5. Management, in order to rebut the case of the claimant examined Shri Krishna Kant Prasad as MW1, whose affidavit is Ex.MW1/A and he relied on documents Ex.MW1/1 and Ex.MW1/2.

7. I have heard Shri B.K. Prasad, A/R for the claimant and Shri Narendra Singh, A/R for the management.

Findings on issue No. 1

8. It is clear from stand of the management in the written statement that the management has taken the plea of espousal in the preliminary objections. During the course of arguments it was pointed out by the learned A/R for the claimant that the case of the claimant was duly considered by the MCD General Mazdoor Union in its meeting and copy of the espousal certificate is Ex.WW2/2. Bare perusal of the certificate would show that meeting of the union was held on 25.06.2009 wherein it was resolved to espouse/sponsor the case of the claimant for appointment on compassionate grounds in Group D post as regular mali instead of daily rated mali with effect from 25.09.2009. Shri Prasad has stated that meeting had taken place on the date mentioned in the above espousal certificate i.e. 25.06.2009. He has agreed that there is a typographical error in para 11 of the statement of claim, date of sponsorship is 24.03.2013 instead of 31.01.2013. It was also agreed by the learned A/R for the claimant that the matter was considered by the Assistant Labour Commissioner but the management did not agree to provide regular appointment of Group D mali. Law is fairly settled that under the Act, Tribunal has jurisdiction to adjudicate only the industrial dispute, cause of which has been duly espoused in the meeting of the trade union. However, having regard to the provisions of the Act as well as various rulings rendered from time to time by the Hon'ble High Court as well as Hon'ble Apex Court, it is clear that these are procedural prescription to be followed by the claimant union before the case is finally taken up by the Industrial Adjudicator for decision in accordance with law. In the case of Shri Pratap Singh Vs Municipal Corporation of Delhi WP(C) 676 of 2013, Hon'ble High Court vide judgement dated 04.02.2013 dealt with the question of espousal under the law. In the said case also, the case was decided by the Labour Court against the workman on the grounds that there was no proper espousal of the dispute. Reason given by the learned Labour Court for upholding objection of the management was that espousal is dated 28.10.2005 Ex.WW3/4 which precedes in point of time of demand notice. In the said case also Shri B.K. Prasad has alleged himself to be President of the union and demand notice was dated 16.09.2005, which was issued even prior to the meeting of the managing committee of the union held on 22.10.2005. Logically, it was only after decision has been taken by the union on 22.10.2005 that demand notice should have been issued. Hon'ble High Court held that this is not fatal to the case of the workman and Labour Court has taken a hyper technical view of the matter. Fact of the matter was that meeting, in fact, was held on the given date wherein issue was discussed. Same is the position in the case on hand. There is no evidence on record to suggest that meeting of the union has not taken place on the date mentioned in the pleadings.

9. Courts have gone to the extent of observing that issuance of demand notice is not essential for raising an industrial dispute and said notice can even be given orally to the management. This view has been taken in Workmen of MCD vs. MCD in WP(C) 13023/2005 decided on 06.08.2007 wherein above view was taken after putting reliance upon the case of Shambunath Goyal vs Bank of Baroda (1978 (2) SCR 793), wherein it was observed as under:

"A bare perusal of the definition would show that where there is a dispute or difference between the parties contemplated by the definition and the disputes or difference is connected with the employment or non-employment or the terms of employment or, with the conditions of labour of any person there comes into existence an industrial dispute. The Act nowhere contemplates that the dispute Would come into existence in any particular, specific or prescribed manner. For coming into existence of an industrial dispute a written demand is not a sine qua non, unless of course in the case of public utility service, because s. 22 forbids going on strike without giving a strike notice. The key words in the definition of industrial dispute are 'dispute' or 'difference'. What is the connotation of these two words. In Beetham v. Trinidad Cement Ltd.(1). Lord Denning while examining the definition of expression 'Trade dispute' in s. 2(1) of Trade Disputes (Arbitration and Inquiry) Ordinance of Trinidad observed:

"by definition a 'trade dispute' exists whenever a 'difference' exists and a difference can exist long before the parties become locked in a combat. It is not necessary that they should have come to blows. It is sufficient that they should be sparring for an opening".

Thus the term 'industrial dispute' connotes a real and substantial difference having some element of persistency and continuity till resolved and likely if not adjusted to endanger the industrial peace of the Undertaking or the community. When parties are at variance and the dispute or difference is connected with the employment, or non-employment or the terms of employment or with the conditions of labour there

comes into existence an industrial dispute. To read into definition the requirement of written demand for bringing into existence an industrial dispute would tantamount to re-writing the section.”

10. In the wake of legal position discussed above, even if there is discrepancy in the dates of demand notice or espousal, which took place in the meeting of the union held by Shri B.K. Prasad, the same is not fatal. In fact, there is no precise definition of espousal under the law and it simply means that the dispute of an individual workman is adopted by the union as its own dispute or majority of workmen present has given support to the cause of the individual workman. It was held in the case of *Workmen Union vs Industrial Tribunal* (1994 (68) FLR 710 Calcutta) that once a dispute is referred to the Tribunal by the appropriate Government, presumption of it being an industrial dispute is there and court can draw inference and legitimately hold that there has been proper espousal of the case through the union. Further, no evidence to the contrary has been led by the management so as to controvert the certificate of espousal. In view of this, issue No.(i) is decided in favour of the claimant and against the management.

Findings on issue No. 2

11. Now the other vital question which requires determination is whether the claimant is entitled to be appointed on Group D post as regular mali instead of daily rated mali with effect from 25.09.2009. In this regard, it is appropriate to refer to the pleadings as well as evidence adduced by the parties. Ms. Rekha while appearing as WW1 has filed I tender my affidavit in evidence, which is Ex.WW1/A. Alongwith this affidavit, I rely on documents Ex.WW1/1 to Ex.WW1/. These documents may be read in support of my affidavit which is on the same lines as the averments made in the statement of claim. She has clarified in her cross examination that her case for regular appointment was rejected three times by the management but no intimation regarding this was given to her.

12. Management has examined Shri Krishan Kant as MW1, whose affidavit is Ex.MW1/A. He has stated in his affidavit that regularization of services of the claimant is a policy matter which is framed by the management and depends upon availability of post. It is further averred in para 5 of the affidavit that case of regularization of the claimant was placed before the Compassionate Appointment Committee to examine the same under 5% quota on 06.04.2010, which has been rejected three times. As per rule, case of a candidate can be considered for regularization only thrice. Hence, name of the claimant herein now cannot be considered. Minutes of the meeting of the Committee for appointment under 5% quota, are Ex.MW1/2. It is further clear from perusal of the above document that as many as 170 cases were placed before the Committee for consideration and name of the claimant finds mention at serial No.30 of the list. This witness has admitted in his cross examination that husband of the claimant was a regular mali whereas the claimant was engaged as daily wagger with effect from 25.09.2009. He has further proved in evidence Ex.MW2/1 which is copy of the manual of Central Government employees. It is clear from perusal of the said document that objective of the scheme is to grant appointment on compassionate grounds to a dependent family member of a Government servant dying in harness or who has retired on medical grounds etc. Definition of dependent family member includes spouse, son, daughter, brother or sister etc. It was argued with much vehemence on behalf of the management that the case of the claimant herein is not covered by the guidelines contained in manual Ex.WW2/1, as such, the case of the claimant was rejected. As per Note D of para 6 of the manual, a widow who is appointed on compassionate grounds to a Group D post, shall be exempted from the requirement of possessing the educational qualifications prescribed in the rules and the only condition attached in the said rule is that she should be in a position to perform duties on the said post satisfactorily without possession of such qualification.

13. In the case on hand, this Tribunal cannot ignore the fact that husband of the claimant was admittedly regular mali in group D post and there is no legal justification much less a legal/valid reason not to consider the case of the claimant herein for such a regular post. It is not the case of the management that regular post was not available when the case of the claimant for compassionate appointment was considered by the management. Rather, it was pointed out that there were sufficient posts of regular mali available at the time of such appointment. During the course of arguments, A/R for the claimant placed reliance upon the case of *MCD Vs. Shri Rajesh* in WP(C) No.12996/2009 and CM No.13932/2009 decided on 09.11.2009 by the Hon'ble High Court wherein also challenge was made to award passed by Industrial Tribunal who directed the management to consider/grant regular pay scale to the widow from the date of her initial appointment. Similar contention was also raised in the said case by the management that the case is not covered by the policy or manual discussed above, meant for such compassionate appointment. The same was rejected by the Hon'ble High Court as under:

‘On being repeatedly asked, the learned counsel appearing on behalf of the petitioner, could not show that the rules for appointment on compassionate grounds provide for appointment on daily wage basis. Once the petitioner had appointed the respondent on compassionate grounds it amounts to an admission on the part of the petitioner that the respondent was entitled for compassionate appointment. Compassionate appointment could have been made only on regular basis and not on daily wage basis.’

14. In the said case also it was proved on record that the workman who was given compassionate grounds was performing her duties satisfactorily and was possessing necessary qualification etc. so as to get regular time-scale. Contention of the management was rejected and award of the Tribunal to grant regular pay scale was upheld. It is clear from perusal of Ex.MW1/1 that policy of compassionate appointment on contractual basis on compassionate grounds and she was not considered for the post of group D mali.

15. In the light of the discussion made herein above, this Tribunal is of the opinion that the claimant herein is entitled to be appointed on compassionate ground on Group D post as regular mali instead of daily rated mali with effect from 25.09.2009 and as a corollary, management is liable pay the difference of wages of daily rated mali vis-a-vis regular mali from 25.09.2009 till date. An award is accordingly passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : September 12, 2017

A. C. DOGRA, Presiding Officer

नई दिल्ली, 26 सितम्बर, 2017

का.आ. 2370.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आयुक्त उत्तर दिल्ली नगर निगम, नई दिल्ली व अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय दिल्ली सं. I के पंचाट (संदर्भ सं. 7/2016) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28.08.2017 को प्राप्त हुआ था।

[सं. एल-42011/169/2015-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 26th September, 2017

S.O. 2370.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 7/2016) of the Central Government Industrial Tribunal-cum-Labour Court No. I, Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to the Commissioner, North Delhi Municipal Corporation, New Delhi and other and their workman, which were received by the Central Government on 28.08.2017.

[No. L-42011/169/2015-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO.1, KARKARDOOMA COURT COMPLEX, DELHI

ID No. 7/2016

The General Secretary,
MCD General Mazdoor Union,
Room No.95, Barrack No.1/10,
Jam Nagar House, Shahjahan Road,
New Delhi

...Workman

Versus

1. The Commissioner,
North Delhi Municipal Corporation,
4th Floor, Civic Centre,
Minto Road, New Delhi
2. The Commissioner,
East Delhi Municipal Corporation,
Udyog Sadan, Plot No.419,
Patparganj Industrial Area,
Shahdara, New Delhi 110 092

...Management

AWARD

By this award, I shall be disposing of the reference received vide letter No.L-42011/169/2015-IR(DU) dated 21.12.2015 under clause (d) of sub-section (1) and sub-section 2A of Section 10 of the Industrial Disputes Act, 1947(in short the Act) from the Central Government, Ministry of Labour and Employment for adjudication of the industrial dispute, terms of which are as under:

‘Whether the action of the management of North Delhi Municipal Corporation, by not granting the status of Chaudhary to Shri Munna Lal S/o Shri Inder Singh and the applicable scale of Rs.3050-4590 revised from time to time with effect from 1998 is fair and legal? If not, what relief the workman is entitled to and from which date?’

2. Both the parties were put to notice and it is clear from perusal of statement of claim filed by Shri Munna Lal, the claimant herein, that he was employed on muster roll in the year 1984 and with effect from 01.04.1990 he was employed as regular mali. Thereafter, he has been doing the job of officiating Chaudhary since 1998 as per orders issued to him by the Horticulture Department. He was posted under Shri Satinder Kumar, SO((Horticulture), Shri LL Chauhan, AD(Horticulture) and Shri Ranvir Singh Deputy Director (Horticulture), Shahdara North Zone but he was denied pay scale of chaudhary as revised from time to time. Claimant has also annexed list of officiating Chaudhary which is Annexure A.

3. It is the case of the claimant that there was no qualification prescribed for making promotion to the post of Chaudhary. Management has fixed different pay scales of mali, Chaudhary etc. in accordance with their job and non-grant of pay scale to the claimant herein amounts to forced labour and unfair labour practice. Claimant has got payment in the lower pay scale of Rs.2550-3200 revised from time to time and he has been denied pay scale of Rs.3050-4590, which is the pay scale of Chaudhary and claimant is performing duties of the same since 1998. Duties of mali is presently of an unskilled workman whereas duties of Chaudhary is skilled in nature belonging to Group C category of employees.

4. There is also reference to the judgement of the Hon'ble High Court of Delhi in the matter of Jai Chand Vs MCD wherein pay scale of Chaudhary has been granted to such malis who were officiating as Chaudhary in compliance to the directions passed by the Hon'ble High Court. In the above writ petition, management has issued order dated 04.03.2005. In the recent judgement, Hon'ble High Court vide judgement dated 27.07.2011 has settled the matter in MCD Vs. Sultan Singh as well as in the case of MCD vs. Mahipal vide which plea of the management for non grant of pay scale of officiating Chaudhary has been considered and rejected by the Hon'ble High Court in the above writ petition. In view of this, claimant is entitled for pay scale of Chaudhary i.e. Rs.3050-45900 revised from time to time with effect from 1998.

5. The claim of the claimant was contested by the management who filed reply and took various preliminary objections regarding non service of demand notice etc. It is alleged that the claimant herein was regularized on the post of mali with effect from 01.04.1990 and is not entitled for status of Chaudhary with effect from 1998. Claimant was required to pass the trade test, which he has passed only in 2014 and claimant was assigned work of Chaudhary on current duty charge. He has also given consent to the said post and at present the claimant is working on the said post under the control of Horticulture Shahdara North Zone. Recruitment to the post of Chaudhary is totally different from that of the mali and only persons having qualification of 10th pass with Agriculture coupled with clearing of trade test can be considered for the post of Chaudhary as mentioned in Annexure B. Management has denied the other material averments made in the statement of claim. It is also been alleged that on account of delay and laches, claimant is not entitled for the same.

6. Rejoinder to the written statement was filed by the claimant wherein the stand taken in the written statement have been reiterated and the material facts given in the written statement have been refuted.

7. Against his factual background, this Tribunal, based on the pleadings of the parties, framed the following issues vide order dated 03.01.2017:

- (i) Whether no demand notice has been served as alleged and whether the claim is not legally maintainable due to delay & laches?
- (ii) In terms of reference
- (iii) Relief

8. Claimant, in order to prove his case against the management examined himself as WW1 and Shri B.K. Prasad as WW2 and their affidavits are Ex.WW1/A and Ex.WW2/A respectively. They have also tendered in evidence various documents and I would be referring to the same during the course of my discussions in the subsequent paras. Management, in order to rebut the case of the claimant, examined Shri Vijay Pal Sharma as MW1, whose affidavit is Ex.MW1/A and he has relied on documents Ex.MW1/1 and Ex.MW1/2.

9. I have heard Shri B.K.Prasad, A/R for the claimant and Shri Narender Singh, A/R for the management.

Issue No. (i)

10. It is clear from the preliminary objections taken in the written statement by the management that the management has raised objections that no demand notice has been served upon the management nor the MCD General Mazdoor Union has any locus standi to raise the present dispute as the union is not a recognized union of the management. To my mind, there is no requirement of law that a dispute can be raised only by a recognized union. In

this regard, it is appropriate to refer to the judgement of the Hon'ble Apex Court in the case of State of Bihar Vs. Kripa Shankar Jaiswal (AIR 1961 (2) SC Report 1) wherein also objection was taken on behalf of the management that the union was not a registered under the Trade Union Act on the date of the settlement and said plea was rejected by observing as under:

'Held, that for a dispute to constitute an industrial dispute it is not a requisite condition that it should be sponsored by a recognized union or that all the workmen of an industrial establishment should be parties to it. A settlement arrived at in course of conciliation proceedings falls within [Section 18\(3\)\(a\)](#) and (d) of the [Industrial Disputes Act](#) and as such binds all the workmen though an unregistered union or only some of workmen may have raised the dispute. The absence of notice under [Section 11\(2\)](#) by the Conciliation Officer does not affect the jurisdiction of the conciliation officer and its only purpose is to apprise the establishment that the person who is coming is the conciliation officer and not a stranger. Any contravention of [Section 12\(6\)](#) in not submitting the report within 14 days may be a breach of duty on the part of the conciliation officer; it does not affect the legality of the proceedings which terminated as provided in [Section 20\(2\)](#) of the Act.

11. Hence, issue No.(i) is answered in favour of the claimant and against the management.

Issue No. (ii) and (iii)

12. It is clear from the plea of the parties that the claimant has joined services of the management in the year 1984. During the course of arguments it was not denied that the claimant was appointed as regular mali with effect from 01.04.1990. Case of the claimant is that he is performing duties of officiating Chaudhary since 1998 on the directions of officials of Horticulture Department. It was strongly urged on behalf of the claimant that he joined services with the management in the year 1984. During the course of arguments, it was not denied that the claimant was appointed as regular mali with effect from 01.04.1990. The case of the claimant is that he is performing duties of Garden Chaudhary on the directions of Horticulture Department. It was strongly urged on behalf of the claimant that in view of decision given by Hon'ble High Court in the case of MCD vs Sultan Singh as well as MCD vs Mahipal Singh there is hardly any scope for the plea being raised by the management that the claimant was not having requisite qualification so as to promote him to the post of Garden Chaudhary. It is clear from perusal of Ex.WW1/1 which is the list of Garden Chaudhary employed with Horticulture Department of Shahdara, they are regular Garden Chaudhary who were performing duties as regular/officiating Chaudhary. In the said list, name of the claimant appears at serial No.18. There is also a column 'Date from which functioning as officiating Chaudhary' and in the same is mentioned as '1999' and in the 'Qualification' column, there is mention of '8th pass.' He is having experience on the said post since 1990.

13. The main attack of the management is that the claimant herein was not having requisite qualification and that he has passed the requisite trade test in 2014, as such, there is no question of grant of pay scale of Garden Chaudhary to the claimant from 1999 and from the date of his having passed the trade test in 2014, he is entitled for the scale of Garden Chaudhary. There is no merit in the stand taken by the management in its reply, that the workman here is not entitled for promotion to the post of Chaudhary inasmuch as he has not appeared in the trade test conducted by the department. To my mind, this plea is devoid of any merit inasmuch as similarly situated other workers who were performing duties of Chaudhary, i.e. acting Chaudhary have been granted pay scale of Garden Chaudhary after judgement dated 27.07.2011 rendered by the Hon'ble High Court in the case of MCD vs. Sultan Singh as well as MCD vs. Mahipal(WP 5550 of 2010). Operating portion of the judgement in Sultan Singh (supra) of the Hon'ble Division Bench is as under:

"28. Considering the entire facts and circumstances it is apparent that the claim of the respondents have always been that they should be paid the difference in pay of Mali/Chowkidar and the Garden Chaudhary as they were made to work on the post of Garden Chaudhary whereas the petitioner had first denied that they not worked as Garden Chaudharies, then took the plea that the Assistant Director (Horticulture) was not competent to ask the respondents to work as Garden Chaudharies and that the respondents cannot be appointed to the post of Garden Chaudharies in accordance with the recruitment rules. There is no doubt that respondents are not claiming appointment to the post of Garden Chaudharies on account of having worked on ad-hoc basis on the post of Garden Chaudhary contrary to rules or that some of them not having the requisite qualifications are entitled for relaxation.

29. In the entirety of facts and circumstances therefore, the learned counsel for the petitioner has failed to make out any such grounds which will impel this Court to exercise its jurisdiction under Article 226 of the Constitution to set aside the orders of the Tribunal dated 29th January, 2010 and 7th October, 2010 as no illegality or un-sustainability or perversity in the orders of the Tribunal has been made out.

30. The writ petition is, therefore, dismissed. Parties are left to bear their own cost."

14. It is further clear that SLP was also filed by MCD before the Hon'ble Apex Court vide IA No.2 WP for special leave S20069/2011 MCD Vs. Sultan Singh and others which was also dismissed as withdrawn vide order dated 09.04.2012. It is further clear that the Hon'ble High Court in Sultan Singh case strongly deprecated the stand taken by

the management that the workmen were not possessing requisite qualification or have not qualified the test etc. It was clarified that since the workmen were discharging duties to the post of Garden Chaudhary, as such, workmen were entitled for the salary of Garden Chaudhary and competent authority need not look into anything else except the fact that the workman had worked as Garden Chaudhary. Therefore, stand taken by the management that the workman herein could not qualify the test conducted by the Department is without any merit and has no relevance so far as question of grant of salary against the post of Garden Chaudhary is concerned.

15. It is not out of place to mention here that even if the workman herein was not a party in Sultan Singh case referred above, judgement of the Hon'ble High Court is binding on the management and management is required to implement the same in letter and spirit and the same is judgement in rem, and all similarly situated workmen are required to be accorded the benefit of the said judgement of the Hon'ble High Court, which have become final. There is no question of even plea of delay and laches when management had not led any evidence to prove the same. The Hon'ble High Court has decided an abstract proposition of law, i.e. a mali who is performing duty as officiating/acting Chaudhary is entitled to the salary/wages of Chaudhary. Law is fairly settled that if a person is working on a higher post, on adhoc or temporary basis, even such workman is entitled to salary/wages of higher post, unless rules or regulations specifically provides otherwise. I find support to this view from Secretary vs. Lieutenant Governor Port Blair (1998 Lab.I.C. 598), yet in another case, Hon'ble Apex Court while considering that question of grant of benefits to similarly situated employees who were not party to the writ petition or lis in the case of State of Uttar Pradesh vs. Arvind Kumar Srivastava (2015) 1 SCC 347 observed as under:

“The moot question which requires determination is as to whether in the given case, approach of the Tribunal and the High Court was correct in extending the benefit of earlier judgment of the Tribunal, which had attained finality as it was affirmed till the Supreme Court. The legal principles that can be culled from the judgments, cited both by the appellants as well as the respondents, can be summed up as under:

(1) Normal rule is that when a particular set of employees is given relief by the Court, all other identically situated persons need to be treated alike by extending that benefit. Not doing so would amount to discrimination and would be violative of [Article 14](#) of the Constitution of India. This principle needs to be applied in service matters more emphatically as the service jurisprudence evolved by this Court from time to time postulates that all similarly situated persons should be treated similarly. Therefore, the normal rule would be that merely because other similarly situated persons did not approach the Court earlier, they are not to be treated differently.

(2) However, this principle is subject to well recognized exceptions in the form of laches and delays as well as acquiescence. Those persons who did not challenge the wrongful action in their cases and acquiesced into the same and woke up after long delay only because of the reason that their counterparts who had approached the Court earlier in time succeeded in their efforts, then such employees cannot claim that the benefit of the judgment rendered in the case of similarly situated persons be extended to them. They would be treated as fence-sitters and laches and delays, and/or the acquiescence, would be a valid ground to dismiss their claim.

(3) However, this exception may not apply in those cases where the judgment pronounced by the Court was judgment in rem with intention to give benefit to all similarly situated persons, whether they approached the Court or not. With such a pronouncement the obligation is cast upon the authorities to itself extend the benefit thereof to all similarly situated person. Such a situation can occur when the subject matter of the decision touches upon the policy matters, like scheme of regularization and the like (see [K.C. Sharma & Ors. v. Union of India](#) (supra)). On the other hand, if the judgment of the Court was in personam holding that benefit of the said judgment shall accrue to the parties before the Court and such an intention is stated expressly in the judgment or it can be impliedly found out from the tenor and language of the judgment, those who want to get the benefit of the said judgment extended to them shall have to satisfy that their petition does not suffer from either laches and delays or acquiescence.”

16. Similar contention of delay and laches and not having requisite qualification, including passing of trade test was raised in the case of MCD Vs. Rajbir Singh. The workman, in the contention of the management, was not entitled to the pay scale of Garden Chaudhary from the date from which he was officiating as Garden Chaudhary. The above contention of the management was out-rightly rejected by the Hon'ble High Court of Delhi by upholding the decision of the learned Tribunal by putting reliance on the case of MCD Vs. Sultan Singh which was decided on 27.07.2011.

17. Since the claimant is officiating on the post of Garden Chaudhary since 1998, as such, he is entitled to the pay scale of Garden Chaudhary with effect from 1999 and as a corollary, management is liable pay the difference of wages of mali vis-a-vis Garden Chaudhary from the date when the workman herein was performing duties and functions of Garden Chaudhary till September 2014 when he was assigned the work of Chaudhary on Current Duty Charge. An award is accordingly passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : August 22, 2017

A. C. DOGRA, Presiding Officer